
29 C.F.R. § 789.3

“* * * goods were produced in compliance with” * * * the requirements referred to.

It is apparent from the language of the statute and the statement appended to the Conference Report ^[1] that the written assurance referred to is one with respect to specific goods in being, assuring the purchaser that the “goods in question were produced in compliance” with the requirements referred to in sections 12(a) and 15(a) (1). A written statement made prior to production of the particular goods is not the type of assurance contemplated by the statute.

A so-called “general and continuing” assurance or “blanket guarantee” stating, for instance, that all goods to be shipped to the purchaser during a twelve-month period following a certain date “will be or were produced” in compliance with applicable provisions of the Act would not afford the purchaser the statutory protection with respect to any production of such goods after the assurance is given. This type of assurance attempts to assure the purchaser concerning the future production of goods. With respect to any production of goods after the assurance is given, this “general and continuing” assurance would, at most, be an assurance that the goods will be produced in compliance with the Act.

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