

RCW 64.90.675 Implied warranties of quality—Exclusion or modification.

*** CHANGE IN 2026 *** (SEE 2304.SL) ***

(1) Except as limited under subsections (2) and (4) of this section with respect to a purchaser of a condominium unit that may be used for residential use, implied warranties of quality under RCW 64.90.670:

(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 that in common understanding calls the buyer's attention to the exclusion of warranties.

(2) With respect to a purchaser of a condominium unit that may be used for residential use, no disclaimer of implied warranties of quality under RCW 64.90.670 is effective, except that a declarant and any dealer may disclaim liability in an instrument for one or more specified defects or failures to comply with applicable law, if:

(a) The declarant or dealer knows or has reason to believe that the specific defects or failures exist at the time of disclosure;

(b) The disclaimer specifically describes the defects or failures;

(c) The disclaimer includes a statement as to the effect of the defects or failures;

(d) The disclaimer is boldfaced, capitalized, underlined, or otherwise set out from surrounding material so as to be conspicuous; and

(e) The disclaimer is signed by the purchaser.

(3) Except as provided in subsection (4) of this section, a declarant or dealer may not make an express written warranty of quality that limits the implied warranties of quality made to the purchaser set forth in RCW 64.90.670.

(4) (a) With respect to a unit in a condominium created on or after July 27, 2025, a declarant or dealer is not subject to the implied warranties of quality set forth in RCW 64.90.670 if the declarant or dealer provides for the condominium unit an express warranty of quality and express warranty insurance coverage that meets the requirements in (b) of this subsection, and the condominium unit is:

(i) An accessory dwelling unit organized as a condominium pursuant to this chapter;

(ii) Located in a new building or a conversion building containing 12 or fewer units and two or fewer stories;

(iii) Located in a new building or a conversion building containing 12 or fewer units and three or fewer stories, if one story is utilized for parking, either above or below ground, or as a commercial space; or

(iv) Located in a new building or a conversion building containing 12 or fewer units where no unit is physically located above or below any other unit, except for balconies, roof decks, overhangs, and minor building features.

(b) An express warranty of quality and insurance coverage provided under (a) of this subsection must:

(i) Require acknowledgment by the unit purchaser that the express warranty of quality applies;

(ii) Allow for recovery of defects under the express warranty of quality by the unit owner and any subsequent purchaser, and by the unit owners association for common areas;

(iii) Apply to all condominium units and common areas within the building; and

(iv) Provide minimum coverage periods as follows:

(A) One year for defective workmanship and materials;

(B) Two years for defective plumbing, electrical, and ductwork distribution systems; and

(C) 10 years for structural defects to load-bearing structural members.

(c) A proceeding for breach of an express warranty of quality and insurance coverage provided under (a) of this subsection must be commenced pursuant to RCW 64.90.680. [2025 c 201 s 4; 2018 c 277 s 416.]