Global Certificate in Construction Law (Mauritius)

# Contract Formation and Interpretation

Adequacy of Consideration – Related terms: consideration, valuable consideration, exchange of value.
A contract is generally enforceable only if each party provides something of legal value. In construction, this may be a payment for services or the promise to perform work. Example: a contractor agrees to supply steel beams for a fixed price; the owner's promise to pay constitutes consideration. Challenges arise when the consideration is illusory or nominal, potentially rendering the agreement void.

Agreement – Related terms: meeting of minds, consensus ad idem, contract formation.
An agreement is the mutual assent of parties to the same terms. It is the cornerstone of contract formation and requires an offer, acceptance, and consideration. Practical application: parties negotiate a subcontract; once both sign the document, an agreement is formed. Difficulties include differing interpretations of terms that may impede a true meeting of minds.

Arbitration Clause – Related terms: dispute resolution, arbitration agreement, jurisdiction.
A provision that requires parties to submit disputes to arbitration rather than court litigation. In Mauritian construction contracts, arbitration clauses often specify the seat of arbitration and governing rules. Example: a main contract includes an arbitration clause referring to the International Chamber of Commerce rules. Challenges involve enforcing arbitration awards across borders and ensuring the clause is not unconscionable.

Assignment – Related terms: novation, delegation, transfer of rights.
The act of transferring contractual rights or benefits to a third party without necessarily transferring obligations. In construction, a contractor may assign the right to receive payment to a financing company. Practical issue: the assignor must retain liability unless a novation occurs. Problems arise when the original contract restricts assignment or when the assignee lacks capacity.

Authority – Related terms: actual authority, apparent authority, agency.
The legal power of a person to bind another party to a contract. In construction projects, a project manager may have actual authority to sign purchase orders on behalf of the owner. Example: a subcontractor relies on a site supervisor's signature, believing they have authority. Misunderstandings about authority can lead to unenforceable contracts or liability for unauthorized acts.

Bill of Quantities (BOQ) – Related terms: schedule of rates, tender documents, measurement.
A detailed list of materials, parts, and labor required for a construction project, often used to price bids. The BOQ forms part of the contract documents and is referenced during interpretation of scope. Practical use: variations are measured against the BOQ to determine adjustments. Ambiguities in descriptions can cause disputes over quantities and pricing.

Boilerplate Clauses – Related terms: standard terms, catch-all provisions, miscellaneous clauses.
Standardized contractual provisions that address routine matters such as notices, severability, and

governing law. While often seen as routine, boilerplate clauses can have significant impact on interpretation. Example: a force-majeure clause drafted in generic form may not cover specific Mauritian hazards. The challenge is ensuring that boilerplate terms are tailored to the project's context.

Capacity – Related terms: legal capacity, minority, corporate capacity.
The ability of a party to enter into a binding contract. Under Mauritian law, corporations must have proper authority, and individuals must be of legal age and sound mind. Practical application: a sole proprietor must ensure they are not insolvent before signing a construction contract. Lack of capacity can render a contract voidable.

Certainty of Terms – Related terms: essential terms, indefiniteness, enforceability.
A contract must contain clear and specific terms regarding price, scope, and time for it to be enforceable. In construction, vague descriptions of "reasonable effort" can lead to interpretive disputes. Example: a clause stating "completion within a reasonable time" may be contested. The challenge is drafting terms that are sufficiently precise while allowing flexibility.

Change Order – Related terms: variation, amendment, scope change.
A written directive that modifies the original contract scope, price, or schedule. Change orders are common in construction projects where unforeseen conditions arise. Practical use: a contractor submits a change order for additional excavation due to unexpected rock. Failure to document change orders can result in payment disputes.

Clause – Related terms: provision, article, section.
A distinct part of a contract that addresses a specific issue. Construction contracts are typically divided into numbered clauses for ease of reference. Example: Clause 5 deals with payment terms. Misreading or overlooking a clause can cause unintended obligations.

Collateral Contract – Related terms: side agreement, ancillary contract, pre-contractual promise.
A secondary agreement that exists alongside the main contract, often to induce a party to enter the primary contract. In construction, a supplier may give a guarantee to a contractor, forming a collateral contract. Practical implication: breach of the collateral contract may give rise to separate remedies. Identifying collateral contracts can be complex when they are not expressly documented.

Common Law Principles – Related terms: case law, precedent, equity.
Legal doctrines developed through judicial decisions rather than statutes. Mauritian contract law is heavily influenced by English common law, particularly in interpretation. Example: the doctrine of contra-proferentem is a common-law principle applied to ambiguous terms. Reliance on case law may pose challenges when precedents are outdated or not directly applicable.

Contract – Related terms: agreement, undertaking, binding instrument.
A legally enforceable promise or set of promises between parties. In construction, contracts may be written, oral, or a combination, though written contracts are preferred for clarity. Practical note: a contract may be expressed, implied, or executed by conduct. Determining the existence of a contract can be difficult when parties rely on informal communications.

Contractual Capacity – Related terms: legal capacity, competence, statutory incapacity.
The legal ability of a party to enter into a contract. Entities such as government bodies may have statutory limits on the contracts they can sign. Example: a municipal authority may need council approval before committing to a large construction contract. Failure to observe capacity requirements can invalidate the contract.

Contractual Interpretation – Related terms: construction, purposive approach, literal rule.
The process by which courts ascertain the meaning of contract terms. Mauritian courts apply a combination of literal and purposive approaches, considering the parties' intent and commercial context. Practical example: interpreting "completion date" may involve examining the contract's schedule and the parties' conduct. Challenges include dealing with ambiguous language and conflicting evidence.

Counter-Offer – Related terms: rejection, offer, negotiation.
A response to an offer that modifies its terms, thereby rejecting the original offer and presenting a new one. In construction negotiations, a contractor may counter-offer on price. Example: the owner's initial offer of $1 million is met with a counter-offer of $1.2 million. Counter-offers can delay contract formation if not promptly accepted.

Court of Appeal (Mauritius) – Related terms: appellate jurisdiction, precedent, binding authority.
The highest court in Mauritius for civil matters, including contract disputes. Its decisions are binding on lower courts and shape contract interpretation. Practical relevance: a construction dispute may be appealed to the Court of Appeal to clarify the meaning of a variation clause. The challenge lies in the time and cost associated with appellate proceedings.

Covenant – Related terms: promise, stipulation, contractual obligation.
A formal promise within a contract to do or refrain from doing something. In construction, a covenant may require a contractor to maintain safety standards. Example: a covenant to keep the site free of hazardous waste. Breach of a covenant can lead to specific performance or damages.

Damages – Related terms: compensation, liquidated damages, remedial damages.
Monetary compensation awarded for breach of contract. In construction, damages may cover delay costs, additional labor, or loss of profit. Practical application: a contractor claims damages for loss of revenue due to the owner's failure to provide access. Calculating damages can be contentious, especially when losses are speculative.

Defect – Related terms: non-conformity, breach, remedial work.
A failure of work to meet contractual specifications or standards. Defects may trigger warranty obligations and remedial works. Example: a roof installed with insufficient insulation constitutes a defect. Identifying defects requires expert assessment and may lead to disputes over responsibility.

Doctrine of Frustration – Related terms: impossibility, force majeure, supervening event.
A principle that releases parties from contractual obligations when an unforeseen event renders performance impossible or radically different. In Mauritius, the doctrine is applied sparingly. Practical scenario: a cyclone destroys a partially built structure, making completion impossible. Challenges include

proving that the event was beyond the parties' control and not anticipated.

Doctrine of Implied Terms – Related terms: tacit terms, customary practice, trade usage.
Terms that are not expressly written but are incorporated into a contract based on the parties' intentions or industry norms. Construction contracts often rely on implied terms such as the duty to act in good faith. Example: an implied term that the contractor will obtain necessary permits. Courts may vary in the willingness to imply terms, leading to uncertainty.

Doctrine of Contra-Proferentem – Related terms: ambiguity, construction, interpretive rule.
A rule that ambiguous contract terms are interpreted against the party that drafted them. In construction, if a variation clause is unclear, the interpretation may favor the party that did not draft it. Practical use: a contractor benefits from a vague "reasonable time" clause if the owner drafted the contract. The challenge is drafting clear terms to avoid reliance on this doctrine.

Effective Date – Related terms: commencement date, start date, contract activation.
The date on which a contract becomes operational and parties are bound by its terms. It may differ from the signing date. Example: a contract signed on 1 January but effective on 15 January when the site handover occurs. Misunderstanding the effective date can affect obligations such as payment schedules.

Enforceability – Related terms: validity, legality, binding force.
The ability of a contract to be upheld by a court. A contract may be unenforceable if it contravenes public policy, is illegal, or lacks essential elements. Practical implication: a contract that includes a clause to pay a bribe is void for illegality. Ensuring enforceability requires compliance with statutory requirements and proper drafting.

Estoppel – Related terms: reliance, representation, promissory estoppel.
A principle preventing a party from contradicting a previous statement or conduct if the other party has relied on it to their detriment. In construction, an owner who accepts a contractor's performance may be estopped from later denying liability. Example: the owner's acceptance of work may estop them from claiming the contractor was not authorized. Proving reliance and detriment can be challenging.

Exclusion Clause – Related terms: limitation of liability, waiver, disclaimer.
A provision that seeks to limit or exclude liability for certain breaches or losses. In construction contracts, exclusion clauses must be reasonable and not contravene mandatory law. Practical use: a clause that excludes liability for consequential loss. Courts may strike down overly broad exclusions, especially where negligence is involved.

Express Terms – Related terms: written terms, explicit provisions, codified clauses.
Terms that are clearly stated in the contract, either verbally or in writing. They form the primary basis for interpretation. Example: an express term that the contractor must complete the work by 30 June. Express terms override implied terms unless they are inconsistent with mandatory law.

Force Majeure – Related terms: supervening event, frustration, contingency.
A clause that relieves parties from performance obligations when extraordinary events beyond their control occur. Typical events include natural disasters, war, or strikes. Practical scenario: a cyclone prevents the

delivery of materials, activating the force-majeure clause. Challenges involve proving that the event qualifies and that the party took reasonable steps to mitigate the impact.

General Conditions of Contract (GCC) – Related terms: standard form, FIDIC, NEC, contractual framework.
Standardized contract terms that govern the relationship between parties, often incorporated by reference. In Mauritius, many projects use FIDIC or NEC General Conditions. Example: the GCC may set out procedures for variations and dispute resolution. Parties must be aware of the default provisions, as they can significantly affect rights and obligations.

Good Faith – Related terms: honesty, fair dealing, fiduciary duty.
A principle requiring parties to act honestly and not undermine the contract's purpose. While not codified in Mauritian law, courts may infer a duty of good faith in commercial contracts. Practical application: a contractor must not conceal material facts about site conditions. The lack of a statutory definition can lead to interpretive uncertainty.

Guarantee – Related terms: surety, performance bond, security.
A promise by a third party to fulfil the obligations of the principal if the principal defaults. In construction, performance guarantees are common to assure project completion. Example: a bank provides a guarantee to the owner for the contractor's performance. Enforcing guarantees may involve complex cross-border legal issues.

Implied Warranty – Related terms: statutory warranty, latent defect, quality assurance.
A warranty that is not expressly stated but is presumed by law or custom. In many jurisdictions, contractors are impliedly warranted to perform work with reasonable skill. Example: an implied warranty that the work will be free from defects for a specified period. Conflicts may arise when parties attempt to exclude implied warranties through contractual clauses.

Incapacity – Related terms: minority, mental incapacity, statutory restriction.
A condition that prevents a party from entering into a binding contract. A minor or an individual lacking mental capacity may lack contractual capacity. Practical note: a contract signed by a person declared incompetent may be voidable. Determining incapacity requires medical or legal evidence.

Indemnity – Related terms: hold harmless, liability shift, compensation.
A contractual obligation to compensate the other party for losses arising from specific risks. Construction contracts often contain indemnity clauses for third-party claims. Example: the contractor indemnifies the owner against claims arising from the contractor's negligence. Broad indemnities may be scrutinized for fairness and enforceability.

Injunction – Related terms: equitable remedy, restraining order, specific performance.
A court order requiring a party to do or refrain from doing something. In construction, an injunction may be sought to halt demolition or to compel completion. Practical scenario: an owner obtains an injunction to stop a contractor from abandoning the site. Obtaining an injunction requires demonstrating irreparable harm and a clear right to relief.

Interpretation Clause – Related terms: construction clause, definitions, interpretive rule.

A provision that sets out how the contract should be interpreted, often specifying that headings are for convenience only and that the contract should be read as a whole. Example: a clause stating that any ambiguity shall be resolved in favor of the party that drafted the contract. Such clauses influence judicial analysis but cannot override statutory provisions.

Judicial Precedent – Related terms: stare decisis, case law, binding authority.
Decisions of higher courts that guide lower courts in interpreting legal principles. Mauritian courts follow precedent, especially in contract interpretation. Practical relevance: a previous Court of Appeal decision on variation pricing influences current disputes. The challenge is that precedents may evolve, requiring continual legal updates.

Letter of Intent (LOI) – Related terms: preliminary agreement, memorandum of understanding, pre-contract.
A document expressing the parties' intention to enter into a formal contract, often containing basic terms. While not always binding, LOIs can create enforceable obligations if they contain essential elements. Example: an LOI that sets out the price and scope may be enforced as a contract. Determining whether an LOI is binding depends on the language used and the parties' conduct.

Liquidated Damages – Related terms: predetermined penalty, delay damages, contractual clause.
A pre-agreed amount payable for breach, usually for delay, intended to compensate the non-breaching party. In construction contracts, liquidated damages clauses are common for late completion. Practical use: a clause specifying $5 000 per day for each day of delay. Courts may invalidate liquidated damages if they are deemed a penalty rather than a genuine pre-estimate.

Legal Formalities – Related terms: statutory requirements, registration, notarisation.
Procedures required by law for a contract to be valid, such as written form, registration, or witnessing. In Mauritius, certain construction contracts (e.g., those involving land) must be executed in writing and registered. Example: a lease of land for a building must be notarised and registered. Failure to observe formalities can render a contract unenforceable.

Limitation Period – Related terms: prescription, time bar, statutory limitation.
The time frame within which a legal action must be commenced. Mauritius generally imposes a six-year limitation for contract claims, though specific statutes may provide shorter periods. Practical implication: a claim for breach must be filed within the limitation period, or it may be barred. Parties often include notice periods to preserve rights.

Material Breach – Related terms: fundamental breach, repudiation, termination right.
A breach that goes to the core of the contract, justifying termination by the innocent party. In construction, failure to provide a critical component may constitute a material breach. Example: the contractor's refusal to install fire protection systems breaches a safety clause. Determining materiality involves assessing the impact on the contract's purpose.

Merger Clause – Related terms: integration clause, entire agreement, supersession.
A provision stating that the written contract constitutes the entire agreement between the parties, superseding prior negotiations or oral statements. This clause aims to prevent parol evidence from altering

the contract. Practical effect: earlier emails are excluded from interpretation unless the merger clause is varied. Courts may still admit extrinsic evidence if the contract is ambiguous.

Mitigation – Related terms: duty to mitigate, loss reduction, reasonable steps.
The obligation of the injured party to take reasonable steps to minimize damages. In construction, an owner must seek alternative contractors if a party defaults. Example: after a contractor abandons a project, the owner must mitigate loss by hiring a replacement promptly. Failure to mitigate can reduce recoverable damages.

Novation – Related terms: substitution, assignment, discharge.
A tripartite agreement that replaces one party with another, transferring both rights and obligations. In construction, a subcontractor may be novated to the main contractor. Practical scenario: the original contractor exits the project, and a new contractor assumes all duties via novation. Novation requires consent of all parties; otherwise, only assignment occurs.

Obligation – Related terms: duty, performance, contractual requirement.
A legal requirement to do or refrain from doing something. Obligations can be primary (e.g., to build) or secondary (e.g., to provide warranties). Example: the contractor's obligation to complete the works by the agreed date. Breach of obligations triggers remedies.

Offer – Related terms: proposal, invitation to treat, tender.
A clear expression of willingness to contract on specific terms, which becomes binding upon acceptance. In construction, a tender is an offer to perform work for a quoted price. Practical note: the offer must be sufficiently definite to be enforceable. Ambiguities or lack of essential terms can render an offer ineffective.

Parol Evidence Rule – Related terms: extrinsic evidence, merger clause, interpretation.
A principle that, when a contract is reduced to writing, oral statements made prior to execution cannot be used to vary or contradict the written terms. In construction contracts, parties may attempt to introduce pre-contractual discussions. Example: a party tries to rely on a verbal promise about additional work not reflected in the contract. Courts may allow parol evidence if the written contract is ambiguous.

Penalty Clause – Related terms: liquidated damages, enforceability, deterrent.
A clause that imposes a payment for breach that is disproportionate to the anticipated loss, intended as a punishment. Courts generally strike down penalties as unenforceable. Practical example: a clause imposing $100 000 for any delay, regardless of actual loss. Drafting must ensure the amount is a genuine pre-estimate to avoid being classified as a penalty.

Performance Bond – Related terms: surety bond, guarantee, security.
A financial instrument issued by a bank or insurer guaranteeing the contractor's performance. If the contractor defaults, the bond can be called to cover completion costs. Example: a 10 % performance bond on the contract value. Challenges include the bond's conditions and the process for invoking it.

Performance Standard – Related terms: specification, quality level, compliance.
The level of workmanship or material quality required by the contract. Performance standards are often set out in technical specifications. Practical application: the contract requires concrete to achieve a compressive

strength of 30 MPa. Failure to meet standards can constitute a breach.

Pre-Contract Negotiations – Related terms: discussions, preliminary agreements, LOI.
The communications and meetings that occur before a contract is signed. While generally not binding, certain statements may create enforceable obligations if they contain essential terms. Example: a contractor's promise to deliver at a certain price may be enforceable if the parties relied on it. Distinguishing between negotiation and contract formation is crucial.

Quantum Meruit – Related terms: restitution, unjust enrichment, reasonable value.
A claim for the reasonable value of services rendered when no contract exists or when a contract is unenforceable. In construction, a subcontractor may claim quantum meruit for work performed after contract termination. Practical use: recovering payment for work that cannot be enforced under the original contract. The claim is limited to the value of the work, not damages for breach.

Reciprocal Obligations – Related terms: mutual duties, bilateral contract, exchange.
Obligations that each party owes to the other, forming the basis of a contract. In construction, the owner's duty to pay is reciprocal to the contractor's duty to perform. Example: payment for completed milestones is reciprocal to the contractor's completion of those milestones. Failure of one party may excuse the other's performance.

Release – Related terms: waiver, discharge, settlement.
A document whereby a party relinquishes its right to pursue further legal action. In construction, a final settlement may include a release of all claims. Practical scenario: the owner signs a release after receiving the final payment. Releases must be clear and unambiguous; otherwise, they may be contested.

Remedy – Related terms: relief, damages, specific performance.
The legal means by which a court enforces a right or compensates for breach. Construction remedies include damages, injunctions, and specific performance. Example: an owner may seek specific performance to compel a contractor to complete the works. The choice of remedy depends on the nature of the breach and the parties' objectives.

Representations and Warranties – Related terms: statements of fact, assurances, contractual promises.
Statements made by a party that induce the other to enter the contract, which may be true at the time of contracting. In construction, a contractor may represent that it holds all necessary licences. Practical implication: a breach of warranty can lead to damages for misrepresentation. Distinguishing between a representation (pre-contract) and a warranty (post-contract) is essential.

Rescission – Related terms: termination, cancellation, voiding.
The act of undoing a contract and restoring the parties to their pre-contract positions. Rescission may be available for contracts induced by fraud or mistake. Example: a contract rescinded because the contractor misrepresented its capacity. Rescission may be ordered by a court or agreed mutually.

Retention Money – Related terms: security, holdback, performance guarantee.
A portion of the contract price retained by the owner to ensure satisfactory completion of the work. Retention is typically released upon issuance of a completion certificate. Practical application: a 5 %

retention held until the defect liability period ends. Disputes often arise over the timing and conditions for release.

Risk Allocation – Related terms: allocation of risk, indemnity, insurance.
The distribution of potential losses between parties, usually set out in the contract. Effective risk allocation can prevent costly disputes. Example: the contractor assumes the risk of site conditions, while the owner retains the risk of regulatory changes. Poorly balanced risk allocation may lead to unfair burden on one party.

Right of Set-Off – Related terms: set-off, netting, reciprocal claims.
The right to deduct amounts owed by the other party from sums payable. In construction, an owner may set-off amounts for defective work against payments due to the contractor. Practical note: the contract must expressly provide for set-off. Abuse of set-off can lead to breach claims.

Severability – Related terms: divisible clause, partial invalidity, remainder.
A clause stating that if any provision of the contract is held invalid, the remainder remains enforceable. Severability safeguards the contract's overall integrity. Example: an illegal penalty clause is severed, leaving the rest of the contract intact. Courts will interpret the contract to preserve its operative parts.

Set-Off – Related terms: netting, reciprocal obligations, deduction.
The ability of a party to deduct amounts it owes to the other party from amounts payable to that party. Practical scenario: a contractor reduces the invoice by the amount of outstanding defects liability. The right must be clearly articulated to avoid disputes.

Specific Performance – Related terms: equitable remedy, injunction, enforcement.
A court order requiring a party to perform its contractual obligations, rather than paying damages. In construction, specific performance may be ordered for unique works that cannot be easily replaced. Example: compelling a contractor to complete a specialized structure. Courts grant specific performance only when damages are inadequate.

Statute of Frauds – Related terms: written requirement, enforceability, formalities.
A legal doctrine requiring certain contracts to be in writing to be enforceable. In Mauritius, contracts for the sale of land or those exceeding a certain value must be written. Practical impact: a verbal agreement for a large construction project may be unenforceable. Parties should ensure compliance with the statute to avoid invalidity.

Statutory Warranty – Related terms: implied warranty, consumer protection, mandatory guarantee.
A warranty imposed by law, irrespective of contract terms. In Mauritius, construction work may be subject to statutory warranties for latent defects. Example: a five-year warranty against structural defects mandated by law. Parties cannot contract out of statutory warranties, though they may supplement them.

Termination Clause – Related terms: exit provision, rescission, notice.
A provision that sets out the circumstances under which a contract may be ended. Termination may be for convenience, breach, or force majeure. Practical example: the owner may terminate for material breach after a cure period. Drafting must address notice periods, consequences, and post-termination obligations.

Third-Party Rights – Related terms: beneficiary, non-signatory, assignment.
Rights that a non-contracting party may enforce under certain conditions. In construction, a subcontractor may claim rights if the main contract expressly confers benefits. Example: a lender's security interest may give it enforcement rights. The doctrine is limited; third parties generally cannot enforce contract terms without explicit provision.

Time is of the Essence – Related terms: deadline, schedule, performance date.
A clause indicating that timely performance is a fundamental term, and any delay constitutes a breach. In construction, project schedules often contain such clauses. Practical implication: a missed deadline may allow the non-breaching party to terminate. Courts scrutinize whether the parties intended this strict approach.

Trade Usage – Related terms: custom, industry practice, implied term.
A practice regularly observed within a particular trade that may be implied into a contract. In construction, trade usage can fill gaps in the contract. Example: the customary practice of providing a 30-day warranty on workmanship. Evidence of trade usage must be clear, certain, and consistent with the contract.

Unconscionability – Related terms: unfair contract, inequality of bargaining power, voidable term.
A doctrine allowing courts to strike down terms that are excessively one-sided or oppressive. In construction, an excessively high liquidated damages clause may be deemed unconscionable. Practical effect: the court may reduce or nullify the offending clause. The assessment involves evaluating the bargaining positions and the fairness of the term.

Unilateral Contract – Related terms: promise, offer, acceptance by performance.
A contract where only one party makes a promise, and the other party accepts by performing. In construction, a reward for a specific task can be unilateral. Example: a city offers a reward for the first contractor to complete a bridge ahead of schedule. Acceptance occurs when performance is rendered.

Void Contract – Related terms: nullity, illegal agreement, unenforceable.
A contract that has no legal effect from the outset, often due to illegality or lack of essential elements. A contract to build a structure without the necessary permits may be void. Practical impact: parties cannot enforce rights, and restitution may be required. Determining voidness requires analysis of statutory requirements and public policy.

Voidable Contract – Related terms: rescission, misrepresentation, undue influence.
A contract that is valid until one party elects to void it due to certain defects, such as fraud or mistake. In construction, a contract induced by fraudulent statements may be voidable. Example: the contractor discovers the owner misrepresented the site's condition. The innocent party must act promptly to avoid affirmation.

Waiver – Related terms: relinquishment, forbearance, surrender.
The intentional relinquishment of a known right. In construction, a party may waive a deadline by accepting late performance without objection. Practical note: waivers should be documented to prevent later reliance on the original term. Courts consider whether the waiver was clear and unequivocal.

Warranty – Related terms: guarantee, assurance, covenant.
A promise that certain facts or conditions are true or will be fulfilled. Warranties may be express or implied. In construction, a warranty may cover the quality of workmanship for a specified period. Example: a five-year warranty against structural failure. Breach of warranty leads to remedies such as repair, replacement, or damages.