

NOT FINAL UNTIL TIME EXPIRES  
TO FILE REHEARING MOTION  
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL

OF FLORIDA

THIRD DISTRICT

JULY TERM, A.D. 2001

EDUARDO PEREZ,

\*\*

Appellant,

\*\* CASE NO. 3D00-3606

vs.

\*\* LOWER

FREIGHTLINER TRUCKS OF SOUTH  
FLORIDA, INC., et al.,

\*\*

TRIBUNAL NO. 99-28152

Appellees.

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Opinion filed December 26, 2001.

An Appeal from the Circuit Court for Dade County, Robert P. Kaye,  
Judge.

Jesus O. Cervantes, for appellant.

Herzfeld & Rubin and Myron Shapiro and Kenn W. Goff, for appellee  
Freightliner Trucks; Holland & Knight LLP and Lucinda A. Hoffman, for  
appellee Mercedes-Benz Credit Corporation.

Before JORGENSEN, LEVY, and SHEVIN, JJ.

PER CURIAM.

Affirmed. See Frank Griffin Volkswagen v. Smith, 610 So. 2d 597,  
599 (Fla. 1st DCA 1992) (holding that "[W]here a dealer has properly

disclaimed all warranties, the delivering, presenting, or explaining of a manufacturer's warranty, without more, does not render the dealer a co-warrantor by adoption."); § 672.316, Fla. Stat. (1997); see also Equico Lessors, Inc. v. Ramadan, 493 So. 2d 516, 518 (Fla. 1st DCA 1986) (holding that "Florida's Uniform Commercial Code contains a provision that validates waiver of defenses clauses in contracts or leases."); § 679.206(1), Fla. Stat. (1997).