

13-1433. Exclusion of implied warranties.

[Implied warranties do not exist if the seller has excluded them by understandable language which would alert the reasonably prudent buyer that warranties are excluded. Thus, if, in discussing the [goods] [products], the seller tells the buyer that the [goods] [products] are being sold "as is" or "with all faults," there is no implied warranty.]

[A supplier may exclude the implied warranty of merchantability, or any particular element of that warranty, by using understandable language which mentions merchantability.]

[General language is sufficient to exclude the implied warranty of fitness for particular purpose. For example, the warranty is excluded by a conspicuous statement that: "There are no warranties which extend beyond the description on the face of the document".]

[If a buyer of [goods] [products] is given an opportunity to examine the [goods] [products] before agreeing to buy and refuses to examine the [goods] [products], or if [he] [she] [it] conducts an examination, there is no implied warranty with respect to defects which a reasonable examination should have revealed.]

USE NOTES

The appropriate bracketed paragraph will be selected depending upon the nature of the warranty claimed by the plaintiff and the type of exclusion relied upon by the defendant. The bracketed first paragraph is applicable to either the implied warranty of merchantability or implied warranty of fitness for a particular purpose. The bracketed second paragraph is applicable only to the exclusion of the implied warranty of merchantability. The bracketed third paragraph is applicable only to the exclusion of the implied warranty of fitness for a particular purpose. The bracketed fourth paragraph is applicable to either the implied warranty of merchantability or implied warranty of fitness for a particular purpose.

[As amended, effective November 1, 1991.]