§2-1214. Exclusion or modification of warranties

(1). Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit a warranty must be construed wherever reasonable as consistent with each other; but, subject to the provisions of section 2-1202 on parol or extrinsic evidence, negation or limitation is inoperative to the extent that the construction is unreasonable.
[PL 1991, c. 805, §4 (NEW).]

(2). Subject to subsection (3), to exclude or modify the implied warranty of merchantability or any part of it, the language must mention "merchantability," be by a writing and be conspicuous. Subject to subsection (3), to exclude or modify any implied warranty of fitness, the exclusion must be by a writing and be conspicuous. Language to exclude all implied warranties of fitness is sufficient if it is in writing, is conspicuous and states, for example: "There is no warranty that the goods will be fit for a particular purpose."
[PL 1991, c. 805, §4 (NEW).]

(3). Notwithstanding subsection (2), but subject to subsection (4):

(a). Unless the circumstances indicate otherwise, all implied warranties are excluded by expressions like "as is," "with all faults" or by other language that in common understanding calls the lessee's attention to the exclusion of warranties and makes plain that there is no implied warranty, if in writing and conspicuous; [PL 1991, c. 805, §4 (NEW).]

(b). If the lessee before entering into the lease contract has examined the goods or the sample or model as fully as desired or has refused to examine the goods, there is no implied warranty with regard to defects that an examination ought in the circumstances to have revealed; and [PL 1991, c. 805, §4 (NEW).]

(c). An implied warranty may also be excluded or modified by course of dealing, course of performance, or usage of trade. [PL 1991, c. 805, §4 (NEW).]
[PL 1991, c. 805, §4 (NEW).]

(4). To exclude or modify a warranty against interference or against infringement under section 2-1211, or any part of it, the language must be specific, be by a writing and be conspicuous, unless the circumstances, including course of performance, course of dealing or usage of trade, give the lessee reason to know that the goods are being leased subject to a claim or interest of any person.
[PL 1991, c. 805, §4 (NEW).]

(5). In a consumer lease that is not a finance lease, the lessor's ability to disclaim, exclude or modify any implied warranties of merchantability and fitness for a particular purpose or to exclude or modify the consumer's remedies for breach of those warranties is subject to and governed by the terms and provisions of section 2-316, subsection (5).
[PL 1991, c. 805, §4 (NEW).]

SECTION HISTORY

PL 1991, c. 805, §4 (NEW).

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