The implied warranty of merchantability is not created by the seller’s statements or conduct, but is implicit in the sale of new or used goods whenever the seller is a merchant with respect to the goods (in other words, not an isolated sale by a consumer to another consumer). The implied warranty is created by the UCC and not by the seller.

The implied warranty of merchantability promises that the goods are fit for the ordinary purpose for which they are used. The goods must be able to do the ordinary job with reasonable safety, efficiency, and comfort.

The seller can attempt to disclaim the implied warranty in the contract. The warranty of merchantability also may not arise in certain narrow situations when the buyer has inspected or refused to inspect the goods.

Footnotes

433 [400] See § 4.2.2 [1], infra.

434 [401] See § 4.2.3.2 [2], infra.

435 [402] Id.

436 [403] See § 1.9.2 [3], infra.

437 [404] See § 4.4 [4], infra.

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