

Code," subtitle "Sales," enlarging the definition of "seller" as it applies to Sections 2-314 through 2-318, abolishing the requirement of privity in actions brought under these sections, extending a seller's expressed or implied warranty to third party beneficiaries and generally relating to expressed and implied warranties in the Uniform Commercial Code.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That Section 2-314 and Section 2-318 of Article 95B of the Annotated Code of Maryland (1964 Replacement Volume), title "Uniform Commercial Code," subtitle "Sales," be and they are hereby repealed and re-enacted, with amendments, to read as follows :

2-314.

(1) Unless excluded or modified (Section 2-316), a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. *Notwithstanding any other provisions of this subtitle, in Sections 2-314 through 2-318 of this subtitle, "seller" shall include the manufacturer, distributor, dealer, wholesaler or other middleman, and/or the retailer; and any previous requirement of privity is abolished as between the buyer and any of the aforementioned parties in any action brought by the buyer.* Under this section the serving for value of food or drink to be consumed either on the premises or elsewhere is a sale.

(2) Goods to be merchantable must be at least such as

(a) Pass without objection in the trade under the contract description; and

(b) In the case of fungible goods, are of fair average quality within the description; and

(c) Are fit for the ordinary purposes for which such goods are used; and

(d) Run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved; and

(e) Are adequately contained, packaged, and labeled as the agreement may require; and

(f) Conform to the promises or affirmations of fact made on the container or label if any.

(3) Unless excluded or modified (Section 2-316) other implied warranties may arise from course of dealing or usage of trade.

2-318.

A seller's warranty whether express or implied extends to any natural person who is in the family or household of his buyer or who is a guest in his home or any other ultimate consumer or user of the goods or person affected thereby if it is reasonable to expect that such person may use, consume or be affected by the goods and who is injured in person by breach of the warranty. A seller may not exclude or limit the operation of this section.