

title "Forms of Conveyancing," to follow immediately after Section 94 thereof and to be under the new subtitle "Express and Implied Warranties," providing ~~that under certain circumstances a seller of improvements upon realty shall be liable for personal injuries occurring in or upon his improvements, providing that there shall be express and implied warranties as to the qualities or fitness of such improvements, continuing after acceptance of the deed and providing for a waiver of such warranties~~ FOR EXPRESS AND IMPLIED WARRANTIES AS TO IMPROVEMENTS ON REALTY and matters generally relating thereto.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That new Sections 95, 95A, 95B, 95C and 95D be and they are hereby added to Article 21 of the Annotated Code of Maryland (1966 REPLACEMENT VOLUME AND 1969 Supplement), title "Conveyancing," subtitle "Forms of Conveyancing," to follow immediately after Section 94 thereof and to be under the new subtitle "Express and Implied Warranties," and all to read as follows:

#### EXPRESS AND IMPLIED WARRANTIES

95.

*As used in this subtitle, unless the context otherwise requires:*

1. "Improvements" includes all fixtures and structures attached to realty IN THE NATURE OF PRIVATE DWELLING UNITS.

2. "Realty" includes both free-hold and redeemable lease-hold estates.

3. "Seller" means any person or corporation whose business it is to erect or otherwise create an improvement upon realty, or to whom a completed improvement has been conveyed for resale in the course of his (its) business.

4. "Buyer" means the original purchaser of improved realty, and the heirs, ~~personal representatives, and assigns~~ AND PERSONAL REPRESENTATIVES of the original purchaser.

"User" means any person lawfully in or upon the improvement.

95A.

(a) *Express warranties by a seller are created as follows:*

(1) *Any written affirmation of fact or promise which relates to the improvement and which is made a part of the basis of the bargain between the seller and the buyer creates an express warranty that the improvements shall conform to the affirmation or promise.*

(2) *Any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the seller and the buyer creates an express warranty that the improvements shall conform to the description.*

(3) *Any sample or model which is made a part of the basis of the bargain between the seller and the buyer creates an express warranty that the improvement shall conform SUBSTANTIALLY to the sample or model.*