

(b) *It is not necessary to the creation of an express warranty that formal words such as "warranty" or "guarantee" be used or that there be a specific intention to make a warranty, but an affirmation merely of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement does not create a warranty.*

(c) *If an express warranty is made under subsection (a), neither words in the contract of sale, the deed, or other instrument of conveyance, nor merger of the contract of sale into the deed or any other instrument of conveyance shall be effective to exclude or modify such warranty, provided, however, that at any time after the execution of the contract of sale such a ~~warranty~~ WARRANTY may be excluded or modified in whole or in part by a written instrument, signed by the buyer, which sets forth in detail the warranty to be excluded or modified, the consent of the buyer to such exclusion or modification, and the terms of the new agreement with respect thereto.*

95B.

(a) *Unless excluded or modified pursuant to subsection (c) of this section, in every sale warranties are implied that the improvement is*

- (1) *Free from faulty materials,*
- (2) *Constructed according to sound engineering standards,*
- (3) *Constructed in a workmanlike manner, and*
- (4) *Fit for habitation,*

at the time of the delivery of the deed to a completed improvement, or at the time of the completion of an improvement not completed when the deed is delivered, provided, however, that these warranties do not apply to any condition that an inspection of the premises would have revealed to a reasonably diligent buyer at the time the contract was signed.

(b) *If the buyer, expressly or by implication makes known to the seller the particular purpose for which the improvements are required, and it appears that the buyer relies on the seller's skill and judgment, there is an implied warranty that the improvement shall be reasonably fit for such purpose.*

(c) *Neither words in the contract of sale, the deed, or other instrument of conveyance, nor merger of the contract of sale into the deed or any other instrument of conveyance shall be effective to exclude or modify the implied warranties, provided, however, that if the contract of sale pertains to an improvement then completed, such warranties may be excluded or modified in whole or in part by a written instrument, signed by the buyer, which sets forth in detail the warranty to be excluded or modified, the consent of the buyer to such exclusion or modification, and the terms of the new agreement with respect thereto.*

(d) *The implied warranties provided for under this Section shall extend to subsequent buyers to whom a reasonably diligent inspection of the premises would not have revealed the breach of such warranty and who did not in fact discover it before delivery of the deed to them.*