

*Subtitle 2. Express and Implied Warranties**10-201. Definitions.*

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

(a) "Improvements" includes all newly constructed private dwelling units and all fixtures and structures which are made a part of the newly constructed private dwelling units at the time of their construction by building contractors and subcontractors.

(b) "Realty" includes both freehold and redeemable leasehold estates.

(c) "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.

(d) "Buyer" means the original purchaser of improved realty, and the heirs and personal representatives of the original purchaser.

10-202. Creation of express warranties; exclusion or modification of express warranty.

(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.

(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 may be excluded or modified in whole or in part by a written instrument, signed by the buyer, which sets forth in the 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.