

10-203. *Warranties which are implied, exclusion or modification of implied warranty.*

(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.*

10-204. *Breach of warranty; expiration of warranty; limitation of actions.*

(a) *In the event of the breach of any of the several warranties provided for in this subtitle, the court may award such legal or equitable relief, or both, as justice may require.*

(b) *Except in the case of an express warranty where a longer period of time is specified, the several warranties provided for in this subtitle shall expire:*

(1) *In the case of a dwelling completed at the time of the delivery of the deed to the buyer, one year after the delivery or after the taking of possession by the buyer, whichever occurs first, and*

(2) *In the case of a dwelling not completed at the time of delivery of the deed to the buyer, one year after the date of completion or the taking of possession by the buyer, whichever occurs first.*

*Any action arising under this subtitle shall be commenced within two years after defect was discovered or should have been discovered or within two years after the expiration of the warranty, whichever occurs first.*