

RESPECT TO IT.

REVISOR'S NOTE: This section presently appears as Art. 21, §10-202 of the Code. The only changes are in style.

10-203. IMPLIED WARRANTIES; EXCLUSION OR MODIFICATION OF IMPLIED WARRANTY.

(A) IMPLIED WARRANTIES.

EXCEPT AS PROVIDED IN SUBSECTION (B) OR UNLESS EXCLUDED OR MODIFIED PURSUANT TO SUBSECTION (D), 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 COMPLETION OF AN IMPROVEMENT NOT COMPLETED WHEN THE DEED IS DELIVERED.

(B) EXCEPTION.

THE WARRANTIES OF SUBSECTION (A) DO NOT APPLY TO ANY CONDITION THAT AN INSPECTION OF THE PREMISES WOULD REVEAL TO A REASONABLY DILIGENT PURCHASER AT THE TIME THE CONTRACT IS SIGNED.

(C) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IF THE PURCHASER, EXPRESSLY OR BY IMPLICATION, MAKES KNOWN TO THE VENDOR THE PARTICULAR PURPOSE FOR WHICH THE IMPROVEMENT IS REQUIRED, AND IT APPEARS THAT THE PURCHASER RELIES ON THE VENDOR'S SKILL AND JUDGMENT, THERE IS AN IMPLIED WARRANTY THAT THE IMPROVEMENT IS REASONABLY FIT FOR THE PURPOSE.

(D) EXCLUSION OR MODIFICATION OF IMPLIED WARRANTY.

NEITHER WORDS IN THE CONTRACT OF SALE, NOR THE DEED, NOR MERGER OF THE CONTRACT OF SALE INTO THE DEED IS EFFECTIVE TO EXCLUDE OR MODIFY ANY IMPLIED WARRANTY. HOWEVER, IF THE CONTRACT OF SALE PERTAINS TO AN IMPROVEMENT THEN COMPLETED, AN IMPLIED WARRANTY MAY BE EXCLUDED OR MODIFIED WHOLLY OR PARTIALLY BY A WRITTEN INSTRUMENT, SIGNED BY THE PURCHASER, SETTING FORTH IN DETAIL THE WARRANTY TO BE EXCLUDED OR MODIFIED, THE