

Notwithstanding any other provisions of this [subtitle,]
TITLE

(A) in §§ 2-314 through 2-318 of this [subtitle]
TITLE, "seller" [shall include] INCLUDES the
manufacturer, distributor, dealer, wholesaler or other
middleman[, and/]or the retailer; and

(B) any previous requirement of privity is
abolished as between the buyer and [any of the
aforementioned parties] THE SELLER in any action brought
by the buyer. [Under this section the serving for value
of food or drink to be consumed either on the premises or
elsewhere is a sale.]

(2) Goods to be merchantable must be at least such
as

(a) Pass without objection in the trade under
the contract description; and

(b) In the case of fungible goods, are of
fair average quality within the description; and

(c) Are fit for the ordinary purposes for
which such goods are used; and

(d) Run, within the variations permitted by
the agreement, of even kind, quality and quantity within
each unit and among all units involved; and

(e) Are adequately contained, packaged, and
labeled as the agreement may require; and

(f) Conform to the promises or affirmations
of fact made on the container or label if any.

(3) Unless excluded or modified (§ 2-316) other
implied warranties may arise from course of dealing or
usage of trade.

2-315. Implied warranty; fitness for particular use;
[applicable] APPLICABILITY to lease and bailment of
goods.

(1) Where the seller at the time of contracting has
reason to know any particular purpose for which the goods
are required and that the buyer is relying on the
seller's skill or judgment to select or furnish suitable
goods, there is unless excluded or modified under the
next section an implied warranty that the goods shall be
fit for such purpose.

(2) The provisions of subsection (1) apply to a