

EXCLUDE ALL IMPLIED WARRANTIES OF FITNESS IS SUFFICIENT IF IT IS IN WRITING, CONSPICUOUS AND STATES, FOR EXAMPLE, "THERE IS NO WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE."

(3) NOTWITHSTANDING SUBSECTION (2), BUT SUBJECT TO SUBSECTION (4),

(A) UNLESS THE CIRCUMSTANCES INDICATE OTHERWISE, ALL IMPLIED WARRANTIES ARE EXCLUDED BY EXPRESSIONS LIKE "AS IS," OR "WITH ALL FAULTS," OR BY OTHER LANGUAGE THAT IN COMMON UNDERSTANDING CALLS THE LESSEE'S ATTENTION TO THE EXCLUSION OF WARRANTIES AND MAKES PLAIN THAT THERE IS NO IMPLIED WARRANTY, IF IN WRITING AND CONSPICUOUS;

(B) IF THE LESSEE BEFORE ENTERING INTO THE LEASE CONTRACT HAS EXAMINED THE GOODS OR THE SAMPLE OR MODEL AS FULLY AS DESIRED OR HAS REFUSED TO EXAMINE THE GOODS, THERE IS NO IMPLIED WARRANTY WITH REGARD TO DEFECTS THAT AN EXAMINATION OUGHT IN THE CIRCUMSTANCES TO HAVE REVEALED; AND

(C) AN IMPLIED WARRANTY MAY ALSO BE EXCLUDED OR MODIFIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

(4) TO EXCLUDE OR MODIFY A WARRANTY AGAINST INTERFERENCE OR AGAINST INFRINGEMENT (§ 2A-211) OR ANY PART OF IT, THE LANGUAGE MUST BE SPECIFIC, BE BY A WRITING, AND BE CONSPICUOUS, UNLESS THE CIRCUMSTANCES, INCLUDING COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, GIVE THE LESSEE REASON TO KNOW THAT THE GOODS ARE BEING LEASED SUBJECT TO A CLAIM OR INTEREST OF ANY PERSON.

#### 2A-214.1. LIMITATION OF EXCLUSION OR MODIFICATION OF WARRANTIES TO CONSUMERS

(1) THE PROVISIONS OF § 2A-214 DO NOT APPLY TO LEASES OF CONSUMER GOODS, AS DEFINED BY § 9-109, SERVICES, OR BOTH.

(2) ANY ORAL OR WRITTEN LANGUAGE USED BY A LESSOR OF CONSUMER GOODS AND SERVICES, WHICH ATTEMPTS TO EXCLUDE OR MODIFY ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TO EXCLUDE OR MODIFY THE CONSUMER'S REMEDIES FOR BREACH OF THOSE WARRANTIES, IS UNENFORCEABLE. HOWEVER, THE LESSOR MAY RECOVER FROM THE MANUFACTURER ANY DAMAGES RESULTING FROM BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(3) ANY ORAL OR WRITTEN LANGUAGE USED BY A MANUFACTURER OF CONSUMER GOODS, WHICH ATTEMPTS TO LIMIT OR MODIFY A CONSUMER'S REMEDIES FOR BREACH OF THE MANUFACTURER'S EXPRESS WARRANTIES, IS UNENFORCEABLE, UNLESS THE MANUFACTURER PROVIDES REASONABLE AND EXPEDITIOUS MEANS OF PERFORMING THE WARRANTY OBLIGATIONS.

(4) (A) THE PROVISIONS OF THIS SECTION DO NOT APPLY TO A MOTOR VEHICLE: