- (C) UNLESS THE CIRCUMSTANCES INDICATE OTHERWISE, ALL IMPLIED WARRANTIES, BUT NOT THE WARRANTY UNDER § 21–401 OF THIS SUBTITLE, ARE DISCLAIMED BY EXPRESSIONS LIKE "AS IS" OR "WITH ALL FAULTS" OR OTHER LANGUAGE THAT IN COMMON UNDERSTANDING CALLS THE LICENSEE'S ATTENTION TO THE DISCLAIMER OF WARRANTIES AND MAKES PLAIN THAT THERE ARE NO IMPLIED WARRANTIES.
- (D) IF A LICENSEE BEFORE ENTERING INTO A CONTRACT HAS EXAMINED THE INFORMATION OR THE SAMPLE OR MODEL AS FULLY AS IT DESIRED OR HAS REFUSED TO EXAMINE THE INFORMATION, THERE IS NO IMPLIED WARRANTY WITH REGARD TO DEFECTS THAT AN EXAMINATION OUGHT IN THE CIRCUMSTANCES TO HAVE REVEALED TO THE LICENSEE.
- (E) AN IMPLIED WARRANTY MAY ALSO BE DISCLAIMED OR MODIFIED BY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- (F) IF A CONTRACT REQUIRES ONGOING PERFORMANCE OR A SERIES OF PERFORMANCES BY THE LICENSOR, LANGUAGE OF DISCLAIMER OR MODIFICATION WHICH COMPLIES WITH THIS SECTION IS EFFECTIVE WITH RESPECT TO ALL PERFORMANCES UNDER THE CONTRACT.
- (G) REMEDIES FOR BREACH OF WARRANTY MAY BE LIMITED IN ACCORDANCE WITH THIS TITLE WITH RESPECT TO LIQUIDATION OR LIMITATION OF DAMAGES AND CONTRACTUAL MODIFICATION OF REMEDY.
- (H) THE PROVISIONS OF SUBSECTIONS (A) THROUGH (G) OF THIS SECTION DO NOT APPLY TO A CONSUMER CONTRACT.
- (I) (1) ANY ORAL OR WRITTEN LANGUAGE USED IN A CONSUMER CONTRACT, WHICH ATTEMPTS TO EXCLUDE OR MODIFY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF A COMPUTER PROGRAM CREATED UNDER § 21–403 OF THIS SUBTITLE, OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE UNDER § 21–405 OF THIS SUBTITLE, OR EXCLUDE OR MODIFY THE CONSUMER'S REMEDIES FOR A BREACH OF THOSE WARRANTIES, IS UNENFORCEABLE.
- (2) A MERCHANT MAY RECOVER FROM A MANUFACTURER OR A LICENSOR THAT CAUSED THE BREACH ANY DAMAGES RESULTING FROM THE BREACH OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT COULD NOT BE DISCLAIMED OR MODIFIED UNDER THIS SECTION.
- (J) ANY ORAL OR WRITTEN LANGUAGE USED IN A CONSUMER CONTRACT WHICH ATTEMPTS TO LIMIT OR MODIFY A CONSUMER'S REMEDIES FOR BREACH OF A MERCHANT'S, LICENSOR'S, OR MANUFACTURER'S EXPRESS WARRANTIES IS UNENFORCEABLE UNLESS THE MERCHANT, LICENSOR, OR MANUFACTURER PROVIDES REASONABLE AND EXPEDITIOUS MEANS OF PERFORMING THE WARRANTY OBLIGATIONS.
- $\underline{\text{(K)}}$ The provisions of §§ 21–403 and 21–405 of this subtitle do not apply to:
 - (1) AN INFORMATION/COMPUTER PROGRAM PROVIDED FOR NO FEE,