

Warranty of Merchantability

The Seller abides by the _____ law _____ requiring that all regular merchants of an item follow the implied warranty of merchantability. If the Buyer encounters a defect that:

- a) The Buyer was not aware/notified of at or before the time of purchase
- b) Was not discoverable through normal production tests, safe action, care, or prudence
- c) Occurs during intended and approved use of the item

Then the Seller will be held liable for damages, compensation, repair, or replacement. This warranty does not apply to any items recalled before the sale, items with an undiscoverable latent defect, or items used in an unsafe, unadvised, or deviant manner.

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)