

336.2A-212 IMPLIED WARRANTY OF MERCHANTABILITY.

(1) Except in a finance lease, a warranty that the goods will be merchantable is implied in a lease contract if the lessor is a merchant with respect to goods of that kind.

(2) Goods to be merchantable must be at least goods that:

- (a) pass without objection in the trade under the description in the lease agreement;
 - (b) in the case of fungible goods, are of fair average quality within the description;
 - (c) are fit for the ordinary purposes for which goods of that type are used;
 - (d) run, within the variation permitted by the lease agreement, of even kind, quality, and quantity within each unit and among all units involved;
 - (e) are adequately contained, packaged, and labeled as the lease agreement may require; and
 - (f) conform to any promises or affirmations of fact made on the container or label.
- (3) Other implied warranties may arise from course of dealing or usage of trade.

History: 1989 c 232 art 1 s 2A-212