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Chapter 14. The Implied Warranty of Fitness for a Particular Purpose

UCC § 2-315 provides that certain circumstances may give rise, by operation of law, to a warranty that a good is fit for a particular purpose. Unlike the warranty of merchantability, which applies only to sellers of goods of the kind involved, the warranty of fitness for a particular purpose can arise whether the seller is a merchant or a non-merchant. Read § 2-315:

§ 2-315. Implied Warranty: Fitness for Particular Purpose.

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.

☑ **Purple Problem 14-1.** Fill in the conditions that must be present to give rise to an implied warranty of fitness for a particular purpose:

(1) There is a contract involving

_____;

(2) At the time of contract, seller has reason to know:

a. _____; and

b. _____.

(3) There is no valid _____ of the implied warranty of fitness for a particular purpose.

A “particular purpose” envisages a specific use by the buyer which is “peculiar” and not the ordinary purpose for which the goods are used. For example, shoes are generally used for walking on ordinary ground, but a seller may know that a particular pair is selected for climbing mountains. Comment 2 to § 2-315.

The test is whether the seller “should have known” of the particular purpose, not whether the seller *actually* knew of the particular purpose.

The buyer must, in fact, *rely upon* the seller’s skill or judgment. Comment 1 to § 2-315.

A breach of the implied warranty of fitness for a particular purpose occurs ***at the time of sale***.

Purple Problem 14-2. Let’s now revisit the problems relating to the warranty of merchantability and ask whether there is a breach of the implied warranty of fitness for a particular purpose in either case:

(1) Jay Celebrity, a city boy, recently bought a ranch in Nevada. Jay enters a farm supply store, and asks the salesman for his recommendation as to which herbicide would control a knapweed infestation that has started in one of his pastures. The farm supply store carries several lines of herbicides; Jay buys the product recommended by the salesman. It kills not only the knapweed, but every green thing in sight (which, it turns out, is what the product is designed to do). Is there an implied warranty of fitness for a particular purpose?

(2) What if, unbeknownst to Jay, the sales clerk was new, and had little knowledge of herbicides. Does that fact affect the existence of the warranty?

(3) Joan, a hairdresser by profession, sells her Labrador Retriever’s first litter of puppies. One of the purchasers asks for Joan’s advice in selecting a puppy which would be suitable for show, and the purchaser relies on Joan’s recommendations. It turns out that the puppy has hip dysplasia, making it unfit for show purposes. Further, because of the hip dysplasia, the puppy is not suitable for breeding, which is an ordinary purpose for which female puppies are purchased. Is there an implied warranty of fitness for a particular purpose?

☑ **Purple Problem 14-3.** Albert informs a clerk at Sullivan’s Appliance Store that he needs an air conditioner for his office. The clerk asks for information concerning the space Albert wants to cool. Albert replies, “I don’t have time for that. Just give me a good one.” The clerk sells Albert a model which would cool an average office (15' by 15'). A few weeks later, Albert returns the model, complaining that it didn’t cool the office sufficiently. When he returns the air conditioner, Albert explains that his office is 25' by 25' with high ceilings and the entire southern wall is made of glass.

(1) Is there a breach of the implied warranty of fitness for a particular purpose?

(2) Change the facts. Albert does not tell the clerk about the specifics of his office, but the clerk was in Albert’s office a few months ago when he made a delivery, and he is aware of the general size and nature of the office. Is there a breach?

(3) Change the facts again. Albert tells the clerk of the specifics of his office, and the clerk recommends a particular air conditioner. Albert talks to his father, a mechanical engineer, and based on that conversation decides to buy the air conditioner recommended by the clerk (which, it turns out, doesn’t adequately cool the office). Is there a breach?

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