

5.40M EXPRESS WARRANTY (Approved 8/86)

Plaintiff also seeks to recover against the defendant(s) on the theory that certain express warranties made by the defendant(s) to the plaintiff have been breached. Such warranties are as follows:

[Read the claimed express warranty or warranties.]

N.J.S.A. 12A:2-313 provides that an express warranty is created by an express promise made to a buyer, which relates to the goods sold, to the effect that the goods shall conform to the promise. The promise becomes part of the inducement for the purchaser. In making such an express warranty, it is not necessary that formal words, such as “warranty” or “guarantee,” be used.

If you find from a preponderance of the credible evidence that express warranties have been made and thereafter the goods fail to meet that promise, or that the defendant(s) refuses to perform in accordance with such warranties, such defendant(s) have thereby breached these express warranties and may be held liable for the plaintiff’s (s’) injuries proximately resulting from the breach.¹

¹ *N.J.S.A. 12A:2-313; Collins v. Uniroyal, Inc.*, 126 *N.J. Super.* 401 (App. Div. 1973), *aff’d per curiam*, 64 *N.J.* 260 (1974).