

13-1431. Creation of implied warranty of fitness for particular purpose.

If the seller has reason to know at the time the contract is made that the [goods] [products] are purchased for any particular purpose and that the buyer is relying on the seller's skill or judgment to select or furnish suitable [goods] [products], there is an implied warranty that the [goods] [products] are fit for the purpose [unless the warranty is excluded]. The warranty is implied by law in the seller's and buyer's contract and may exist independent of anything said by the seller.

USE NOTES

This instruction shall be given where applicable on the evidence and plaintiff has proved a submissible case under 55-2-315 NMSA 1978. The bracketed material should be used where a submissible issue exists concerning exclusion of the implied warranty.