

**554.13212 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 such as

- 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.

[94 Acts, ch 1052, §25](#)