



Ohio Revised Code

Section 1310.21 Exclusion or modification of warranties - UCC 2A-214.

Effective: November 6, 1992

Legislation: House Bill 693 - 119th General Assembly

(A) Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit a warranty shall be construed wherever reasonable as consistent with each other, but, subject to the provisions of section 1310.09 of the Revised Code on parol or extrinsic evidence, negation or limitation is inoperative to the extent that the construction is unreasonable.

(B) Subject to division (C) of this section, to exclude or modify the implied warranty of merchantability or any part of it, the language shall mention "merchantability," be by a writing, and be conspicuous. Subject to division (C) of this section, to exclude or modify any implied warranty of fitness, the exclusion shall be by a writing and be conspicuous. Language to exclude all implied warranties of fitness is sufficient if it is in writing, is conspicuous, and states, for example, "there is no warranty that the goods will be fit for a particular purpose."

(C) Notwithstanding division (B) of this section, but subject to division (D) of this section, all of the following apply:

(1) Unless the circumstances indicate otherwise, all implied warranties are excluded by expressions like "as is" or "with all faults" or by other language that in common understanding calls the lessee's attention to the exclusion of warranties and makes plain that there is no implied warranty, if in writing and conspicuous.

(2) If the lessee before entering into the lease contract has examined the goods or the sample or model as fully as desired or has refused to examine the goods, there is no implied warranty with regard to defects that an examination in the circumstances should have revealed.

(3) An implied warranty also may be excluded or modified by course of dealing, course of performance or usage of trade.

(D) To exclude or modify a warranty against interference or against infringement as provided in



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section 1310.18 of the Revised Code, or any part of it, the language shall be specific, be by a writing, and be conspicuous, unless the circumstances, including course of performance, course of dealing, or usage of trade, give the lessee reason to know that the goods are being leased subject to a claim or interest of any person.