

A pop star hired a seamstress to sew several leather outfits for his upcoming musical tour. The seamstress needed a new sewing machine for the project, so she went to a retail store that specialized in sewing machines. While she was browsing, a sales associate approached her. Although the sales associate did not know the particular purpose for which the seamstress was buying a sewing machine, he told her to buy a specific model, stating, "This model is the best one on the market!" Relying upon his opinion, the seamstress purchased the sewing machine. However, when the seamstress tried to sew the pieces of the leather outfits together, the sewing machine could not sew through the thick leather. As a result, the seamstress was unable to make the leather outfits in time for the pop star's musical tour, and she lost thousands of dollars in profit.

The seamstress brought a products liability action against the retail store, alleging a breach of the implied warranty of fitness for a particular purpose.

For whom will the court likely decide?

- A. The retail store, because the sales associate did not know the particular purpose for which the sewing machine was being purchased.
- B. The retail store, because the seamstress cannot recover for purely economic loss.
- C. The seamstress, because she relied on the sales associate's opinion when purchasing the sewing machine.
- D. The seamstress, because the sewing machine was not generally acceptable or reasonably fit for the purpose for which it had been sold.

Explanation:

Warranties for products liability actions

Implied	Merchantability	Product is generally acceptable & reasonably fit for its ordinary purpose—if seller is merchant
	Fitness for particular purpose	Product is fit for particular purpose—if seller has reason to know purchaser is relying on seller's skill or judgment to furnish suitable product
Express		Any affirmation of fact or promise made by seller regarding product that is part of basis of bargain

A buyer may bring a **products liability** action against a seller of goods for breach of certain warranties, including the **implied warranty of fitness for a particular purpose**. This implied warranty guarantees that a product is fit for a particular purpose, but only if:

the **seller knows** the **particular purpose** for which the product is being purchased *and* the **buyer relies on** the **seller's judgment or skill** in selecting a product suitable for that purpose.

The warranty is breached if a product fails to live up to the standards imposed by this warranty, and the buyer need not prove that the seller was at fault. The buyer can then recover damages for personal injury or property damage, as well as for purely economic loss **(Choice B)**.*

Here, the sales associate did not know the particular purpose for which the sewing machine was being purchased (ie, to sew leather), so there was no implied warranty that the sewing machine was fit for that purpose. This is true even though the seamstress relied on the sales associate's opinion when purchasing the sewing machine **(Choice C)**. Therefore, the sewing machine's inability to sew through leather was not a breach of this warranty, and the court will likely decide for the retail store.

*In most states, an injured party other than the buyer cannot recover for property damage or purely economic loss arising from a breach of warranty.

(Choice D) The implied warranty of *merchantability* guarantees that a product is acceptable and reasonably fit for the ordinary purpose for which it is being sold—eg, a sewing machine can sew through ordinary fabrics. But here, the seamstress's claim is based solely on the implied warranty of *fitness for a particular purpose*.

Educational objective:

The implied warranty of fitness for a particular purpose applies when (1) the seller knows the particular purpose for which the product is being purchased and (2) the buyer relies on

the seller's judgment or skill in selecting a product suitable for that purpose. Breach of this warranty can give rise to a products liability claim.

References

U.C.C. § 2-315 (Am. Law Inst. & Unif. Law Comm'n 2020) (implied warranty of fitness for a particular purpose).

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