

WARRANTIES IN SALES OF GOODS--ISSUE OF BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The (*state number*) issue reads:

"Did the defendant breach the implied warranty of fitness for a particular purpose made to the plaintiff?"

You will answer this issue only if you have answered the (*state number*) issue "Yes" in favor of the plaintiff.

On this issue the burden of proof is on the plaintiff. This means that the plaintiff must prove, by the greater weight of the evidence, that the defendant breached the implied warranty of fitness for a particular purpose made to the plaintiff.

A breach occurs if the (*name good*) fails in any respect to conform to the implied warranty of fitness for a particular purpose given by a seller -- that is, the good is not fit for the particular purpose for which it is required by the buyer.<sup>1</sup>

Finally, as to this (*state number*) issue, on which the plaintiff has the burden of proof, if you find by the greater weight of the evidence that the defendant breached the implied warranty of fitness for a particular purpose made to the plaintiff, then it would be your duty to answer this issue "Yes" in favor of the plaintiff.

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<sup>1</sup>N.C.G.S. §25-2-315 (1995).

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OF FITNESS FOR A PARTICULAR PURPOSE. (Continued).

If on the other hand, you fail to so find, then it would be  
your duty to answer this issue "No" in favor of the defendant.