

741.10 WARRANTIES IN SALES OF GOODS - ISSUE OF BREACH OF
EXPRESS WARRANTY.

The (*state number*) issue reads:

"Did the defendant breach the express warranty 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 express warranty made to the plaintiff.

A breach occurs when a (*name good*) fails in any respect to conform to the express warranty made by the seller. That is, the (*name good*)

[does not conform to the promise or representation of fact made by the seller to the buyer which related to the (*name good*) and became part of the basis of the bargain between them]

[does not conform to the description of the (*name good*) which was made part of the basis of the bargain between the buyer and the seller]

[does not conform to the sample or model which was made part of the basis of the bargain between the buyer and the seller].

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 express warranty made to the plaintiff, then it would be your duty to answer this issue "Yes" in favor of the plaintiff.

N.C.P.I.-Civil. 741.10

WARRANTIES IN SALES OF GOODS - ISSUE OF BREACH OF EXPRESS
WARRANTY.

GENERAL CIVIL VOLUME

MAY 1999

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.