COUNT IV
PRODUCT LIABILITY – BREACH OF IMPLIED WARRANTY
(N.J.S.A. 2A:58C-1 *et seq.*)

66. Plaintiff incorporates by reference paragraphs 1 through 65 above, as though fully set forth herein.

67. At all times herein, Defendants manufactured, compounded, portrayed, distributed, recommended, merchandised, advertised, promoted, and sold the Subject Vehicles.

68. At the times Defendants marketed, sold, and distributed the Subject Vehicles for use by Plaintiff and the Plaintiff Class Members, Defendants knew of the use for which Defendants' the Subject Vehicles were intended and impliedly warranted the product to be of merchantable quality and fit for such use.

69. The Defendants impliedly represented and warranted to Plaintiff and the Plaintiff Class Members that the Subject Vehicles were safe and of merchantable quality and fit for the ordinary use for which said product was to be used.

70. Said representations and warranties aforementioned are false, misleading, and inaccurate in that the Subject Vehicles are unsafe, unreasonably dangerous, improper, not merchantable quality, and defective and cause injury to its consumers.

71. Plaintiff and the Plaintiff Class Members relied on said implied warranty of merchantability of fitness for a particular use and purpose.

72. Plaintiff and the Plaintiff Class Members reasonably relied upon the skill and judgment of Defendants as to whether the Subject Vehicles were of merchantable quality and safe and fit for their intended use.

73. The Subject Vehicles were placed into the stream of commerce by Defendants in a defective, unsafe, and inherently dangerous condition and the products and materials were