

Chapter 13

1. The plaintiff and defendant are both in the market to sell medical foot pumps. The plaintiff sued the defendant for patent infringement. The plaintiff and the defendant agreed to settle the case. A provision of the settlement agreement required the defendant to deliver its inventory to the plaintiff. The defendant only wanted to turn over the inventory it had in its possession. The plaintiff wanted the entire inventory, including the saleable inventory. The plaintiff's theory was that the sale of goods carried along with it implied warranties of merchantability and fitness. Is the plaintiff entitled to the entire inventory? *Novamedix, Ltd. v. NDM Acquisition Corp.*, 166 F.3d 1177.