Article 2 SALES

Sections

PART 1 SHORT TITLE, GENERAL CONSTRUCTION AND SUBJECT MATTER 62A.2-101 Short title. 62A.2-102 Scope; certain security and other transactions excluded from this Article. 62A.2-103 Definitions and index of definitions. 62A.2-104 Definitions: "Merchant"; "between merchants"; "financing agency". 62A.2-105 Definitions: Transferability; "goods"; "future" goods; "lot"; "commercial unit". 62A.2-106 Definitions: "Contract"; "agreement"; "contract for sale"; "sale"; "present sale"; "conforming" to contract; "termination"; "cancellation"; "hybrid transaction". 62A.2-107 Goods to be severed from realty: Recording. PART 2 FORM, FORMATION AND READJUSTMENT OF CONTRACT 62A.2-201 Formal requirements; statute of frauds. 62A.2-202 Final expression: Parol or extrinsic evidence. 62A.2-203 Seals inoperative. 62A.2-204 Formation in general. 62A.2-205 Firm offers. Offer and acceptance in formation of contract. 62A.2-206 62A.2-207 Additional terms in acceptance or confirmation. 62A.2-209 Modification, rescission and waiver. 62A.2-210 Delegation of performance; assignment of rights. PART 3 GENERAL OBLIGATION AND CONSTRUCTION OF CONTRACT 62A.2-301 General obligations of parties. 62A.2-302 Unconscionable contract or clause. 62A.2-303 Allocation or division of risks. 62A.2-304 Price payable in money, goods, realty, or otherwise. 62A.2-305 Open price term. 62A.2-306 Output, requirements and exclusive dealings. 62A.2-307 Delivery in single lot or several lots. 62A.2-308 Absence of specified place for delivery. Absence of specific time provisions; notice of 62A.2-309 termination. 62A.2-310 Open time for payment or running of credit; authority to ship under reservation. 62A.2-311 Options and cooperation respecting performance. 62A.2-312 Warranty of title and against infringement; buyer's obligation against infringement. Express warranties by affirmation, promise, description, 62A.2-313 sample. 62A.2-314 Implied warranty: Merchantability; usage of trade. 62A.2-315 Implied warranty: Fitness for particular purpose. 62A.2-316 Exclusion or modification of warranties.

Cumulation and conflict of warranties express or implied.

62A.2-317

| 62A.2-318 | Third-party beneficiaries of warranties express or |
|------------------------|---|
| 62A.2-319 | <pre>implied. F.O.B. and F.A.S. terms.</pre> |
| 62A.2-320 | C.I.F. and C.&F. terms. |
| 62A.2-321 | <pre>C.I.F. or C.&F.: "Net landed weights"; "payment on arrival"; warranty of condition on arrival.</pre> |
| 62A.2-322 | Delivery "ex-ship". |
| 62A.2-323 | Form of bill of lading required in overseas shipment; "overseas". |
| 62A.2-324 | "No arrival, no sale" term. |
| 62A.2-325 | "Letter of credit" term; "confirmed credit". |
| 62A.2-326 62A.2-327 | Sale on approval and sale or return; rights of creditors. Special incidents of sale on approval and sale or return. |
| 62A.2-328 | Sale by auction. |
| | PART 4 |
| | TITLE, CREDITORS AND GOOD FAITH PURCHASERS |
| 62A.2-401 | Passing of title; reservation for security; limited application of this section. |
| 62A.2-402 | Rights of seller's creditors against sold goods. |
| 62A.2-403 | Power to transfer; good faith purchase of goods; "entrusting". |
| | PART 5 |
| | PERFORMANCE |
| 62A.2-501 | Insurable interest in goods; manner of identification of goods. |
| 62A.2-502 | Buyer's right to goods on seller's insolvency. |
| 62A.2-503 | Manner of seller's tender of delivery. |
| 62A.2-504 | Saller's shipment under reservation |
| 62A.2-505 62A.2-506 | Seller's shipment under reservation. Rights of financing agency. |
| 62A.2-507 | Effect of seller's tender; delivery on condition. |
| 62A.2-508 | Cure by seller of improper tender or delivery; |
| 62A.2-509 | replacement. Risk of loss in the absence of breach. |
| 62A.2-510 | Effect of breach on risk of loss. |
| 62A.2-511 | Tender of payment by buyer; payment by check. |
| 62A.2-512 | Payment by buyer before inspection. |
| 62A.2-513 | Buyer's right to inspection of goods. |
| 62A.2-514 62A.2-515 | When documents deliverable on acceptance; when on payment. Preserving evidence of goods in dispute. |
| 02A.Z-313 | - |
| | PART 6 BREACH, REPUDIATION AND EXCUSE |
| 62A.2-601 | Buyer's rights on improper delivery. |
| 62A.2-602 | Manner and effect of rightful rejection. |
| 62A.2-603 62A.2-604 | Merchant buyer's duties as to rightfully rejected goods. Buyer's options as to salvage of rightfully rejected |
| 02A.2-004 | goods. |
| 62A.2-605 | Waiver of buyer's objections by failure to particularize. |
| 62A.2-606 | What constitutes acceptance of goods. |
| 62A.2-607 | Effect of acceptance; notice of breach; burden of |
| | establishing breach after acceptance; notice of claim or litigation to person answerable over. |
| 62A.2-608 | Revocation of acceptance in whole or in part. |
| 62A.2-609 | Right to adequate assurance of performance. |
| | - |

62A.2-610 Anticipatory repudiation. 62A.2-611 Retraction of anticipatory repudiation. 62A.2-612 "Installment contract"; breach. 62A.2-613 Casualty to identified goods. 62A.2-614 Substituted performance. 62A.2-615 Excuse by failure of presupposed conditions. 62A.2-616 Procedure on notice claiming excuse. PART 7 REMEDIES 62A.2-701 Remedies for breach of collateral contracts not impaired. 62A.2-702 Seller's remedies on discovery of buyer's insolvency. 62A.2-703 Seller's remedies in general. 62A.2-704 Seller's right to identify goods to the contract notwithstanding breach or to salvage unfinished goods. 62A.2-705 Seller's stoppage of delivery in transit or otherwise. 62A.2-706 Seller's resale including contract for resale. 62A.2-707 "Person in the position of a seller". 62A.2-708 Seller's damages for non-acceptance or repudiation. Action for the price. 62A.2-709 62A.2-710 Seller's incidental damages. 62A.2-711 Buyer's remedies in general; buyer's security interest in rejected goods. 62A.2-712 "Cover"; buyer's procurement of substitute goods. 62A.2-713 Buyer's damages for non-delivery or repudiation. 62A.2-714 Buyer's damages for breach in regard to accepted goods. 62A.2-715 Buyer's incidental and consequential damages. 62A.2-716 Buyer's right to specific performance or replevin. 62A.2-717 Deduction of damages from the price. 62A.2-718 Liquidation or limitation of damages; deposits. 62A.2-719 Contractual modification or limitation of remedy. Effect of "cancellation" or "rescission" on claims for 62A.2-720 antecedent breach. 62A.2-721 Remedies for fraud. 62A.2-722 Who can sue third parties for injury to goods. Proof of market price: Time and place. 62A.2-723 62A.2-724 Admissibility of market quotations. 62A.2-725 Statute of limitations in contracts for sale.