

RCW 62A.2-607 Effect of acceptance; notice of breach; burden of establishing breach after acceptance; notice of claim or litigation to person answerable over. (1) The buyer must pay at the contract rate for any goods accepted.

(2) Acceptance of goods by the buyer precludes rejection of the goods accepted and if made with knowledge of a nonconformity cannot be revoked because of it unless the acceptance was on the reasonable assumption that the nonconformity would be seasonably cured but acceptance does not of itself impair any other remedy provided by this Article for nonconformity.

(3) Where a tender has been accepted:

(a) The buyer must within a reasonable time after he or she discovers or should have discovered any breach notify the seller of breach or be barred from any remedy; and

(b) If the claim is one for infringement or the like (RCW 62A.2-312(3)) and the buyer is sued as a result of such a breach, he or she must so notify the seller within a reasonable time after he or she receives notice of the litigation or be barred from any remedy over for liability established by the litigation.

(4) The burden is on the buyer to establish any breach with respect to the goods accepted.

(5) Where the buyer is sued for breach of a warranty or other obligation for which his or her seller is answerable over:

(a) He or she may give his or her seller written notice of the litigation. If the notice states that the seller may come in and defend and that if the seller does not do so he or she will be bound in any action against him or her by his or her buyer by any determination of fact common to the two litigations, then unless the seller after seasonable receipt of the notice does come in and defend he or she is so bound.

(b) If the claim is one for infringement or the like (RCW 62A.2-312(3)), the original seller may demand in writing that his or her buyer turn over to him or her control of the litigation including settlement or else be barred from any remedy over and if he or she also agrees to bear all expense and to satisfy any adverse judgment, then unless the buyer after seasonable receipt of the demand does turn over control the buyer is so barred.

(6) The provisions of subsections (3), (4), and (5) of this section apply to any obligation of a buyer to hold the seller harmless against infringement or the like (RCW 62A.2-312(3)). [2013 c 23 s 152; 1965 ex.s. c 157 s 2-607. Subd. (1) cf. former RCW 63.04.420; 1925 ex.s. c 142 s 41; RRS s 5836-41. Subd. (2), (3) cf. former RCW sections: (i) RCW 63.04.500; 1925 ex.s. c 142 s 49; RRS s 5836-49. (ii) RCW 63.04.700; 1925 ex.s. c 142 s 69; RRS s 5836-69.]