

**RCW 62A.2-326 Sale on approval and sale or return; rights of creditors.** (1) Unless otherwise agreed, if delivered goods may be returned by the buyer even though they conform to the contract, the transaction is

(a) a "sale on approval" if the goods are delivered primarily for use, and

(b) a "sale or return" if the goods are delivered primarily for resale.

(2) Goods held on approval are not subject to the claims of the buyer's creditors until acceptance; goods held on sale or return are subject to such claims while in the buyer's possession.

(3) Any "or return" term of a contract for sale is to be treated as a separate contract for sale within the statute of frauds section of this Article (RCW 62A.2-201) and as contradicting the sale aspect of the contract within the provisions of this Article on parol or extrinsic evidence (RCW 62A.2-202). [2000 c 250 s 9A-805; 1965 ex.s. c 157 s 2-326. Cf. former RCW 63.04.200(3); 1925 ex.s. c 142 s 19; RRS s 5836-19.]

**Effective date—2000 c 250:** See RCW 62A.9A-701.