

RCW 62A.2-610 Anticipatory repudiation. When either party repudiates the contract with respect to a performance not yet due the loss of which will substantially impair the value of the contract to the other, the aggrieved party may:

(a) For a commercially reasonable time await performance by the repudiating party; or

(b) Resort to any remedy for breach (RCW 62A.2-703 or 62A.2-711), even though he or she has notified the repudiating party that he or she would await the latter's performance and has urged retraction; and

(c) In either case suspend his or her own performance or proceed in accordance with the provisions of this Article on the seller's right to identify goods to the contract notwithstanding breach or to salvage unfinished goods (RCW 62A.2-704). [2013 c 23 s 155; 1965 ex.s. c 157 s 2-610. Cf. former RCW section: (i) RCW 63.04.640(2); 1925 ex.s. c 142 s 63; RRS s 5836-63. (ii) RCW 63.04.660; 1925 ex.s. c 142 s 65; RRS s 5836-65.]