

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".
- 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 written expression: Parol or extrinsic evidence.
- 62A.2-203 Seals inoperative.
- 62A.2-204 Formation in general.
- 62A.2-205 Firm offers.
- 62A.2-206 Offer and acceptance in formation of contract.
- 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.
- 62A.2-309 Absence of specific time provisions; notice of 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.
- 62A.2-313 Express warranties by affirmation, promise, description, 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.
- 62A.2-317 Cumulation and conflict of warranties express or implied.

62A.2-318 Third-party beneficiaries of warranties express or implied.
62A.2-319 F.O.B. and F.A.S. terms.
62A.2-320 C.I.F. and C.&F. terms.
62A.2-321 C.I.F. or C.&F.: "Net landed weights"; "payment on arrival"; warranty of condition on arrival.
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 Sale on approval and sale or return; rights of creditors.
62A.2-327 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 Shipment by seller.
62A.2-505 Seller's shipment under reservation.
62A.2-506 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; replacement.
62A.2-509 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 When documents deliverable on acceptance; when on payment.
62A.2-515 Preserving evidence of goods in dispute.

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 Merchant buyer's duties as to rightfully rejected goods.
62A.2-604 Buyer's options as to salvage of rightfully rejected 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.
62A.2-709 Action for the price.
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.
62A.2-720 Effect of "cancellation" or "rescission" on claims for
antecedent breach.
62A.2-721 Remedies for fraud.
62A.2-722 Who can sue third parties for injury to goods.
62A.2-723 Proof of market price: Time and place.
62A.2-724 Admissibility of market quotations.
62A.2-725 Statute of limitations in contracts for sale.