

RCW 62A.2-202 Final written expression: Parol or extrinsic evidence. (Effective until January 1, 2024.) Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(a) By course of performance, course of dealing, or usage of trade (RCW 62A.1-303); and

(b) By evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement. [2012 c 214 § 803; 1965 ex.s. c 157 § 2-202.]

Application—Savings—2012 c 214: See notes following RCW 62A.1-101.

RCW 62A.2-202 Final expression: Parol or extrinsic evidence. (Effective January 1, 2024.) Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a record intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(a) By course of performance, course of dealing, or usage of trade (RCW 62A.1-303); and

(b) By evidence of consistent additional terms unless the court finds the record to have been intended also as a complete and exclusive statement of the terms of the agreement. [2023 c 266 § 204; 2012 c 214 § 803; 1965 ex.s. c 157 § 2-202.]

Construction—Effective date—2023 c 266: See notes following RCW 62A.12-101.

Application—Savings—2012 c 214: See notes following RCW 62A.1-101.