## **General Index**

#### REFERENCES ARE TO CODE AND TREATISE SECTION

## ACCELERATION AT WILL

Construction and interpretation, 1-208, 1-309 [Rev] Leases, 2A-109

## ACCEPTANCE

Funds Transfers, this index Negotiable Instruments, this index Secured Transactions, this index

#### ACCEPTANCE OF GOODS

Leases, default by lessor, 2A-515 et

Sales, this index

## **ACCESSIONS**

Leases, rights of parties when goods become accessions, 2A-310 Secured Transactions, this index

## ACCOMMODATION

Negotiable Instruments, this index

## ACCORD AND SATISFACTION

Negotiable instruments, use of instrument, 3-311 [Rev]

## ACCOUNTING

Secured Transactions, this index

## **ACCRUAL**

Negotiable instruments, cause of action, 3-122

## ADVERSE CLAIMS

Investment Securities, this index

## ADVICE OF CREDIT

Letters of credit, 5-107

## **ADVISERS**

Letters of credit, 5-107 [Rev]

## AFTER-ACQUIRED PROPERTY

Secured Transactions, this index

© 2020 Thomson Reuters, 12/2020 Mat # 42569075

### **AGENTS**

Bank deposits and collections, status of collecting bank as agent, 4-201 [Rev]

## AGRICULTURAL LIENS

Secured Transactions, this index

## ALTERATION OR **MODIFICATION**

Documents of Title, this index Investment securities, alteration of security certificate or initial transaction statement, 8-206, 8-206 [Rev]

Leases, this index

Negotiable instruments, 3-407, 3-407 [Rev]

Sales, this index

Secured transactions, assigned contracts, 9-319, 9-405 [Rev]

#### AMBIGUOUS CAPACITY

Negotiable instruments, signatures, 3-402

## AMBIGUOUS TERMS

Negotiable instruments, 3-118

## **AMENDMENTS**

Funds transfers, payment orders, 4A-211

Leases, 2A-602

Letters of credit, 5-106 [Rev]

Secured Transactions, this index

#### ANOMALOUS INDORSEMENTS

Negotiable instruments, 3-205 [Rev]

## ANTICIPATORY REPUDIATION

Leases, 2A-402, 2A-403 Letters of credit, 5-115

Sales, 2-610, 2-611

UCC Index-1

#### APPROVAL

Consent, this index

#### ASSIGNMENTS

Letters of credit, **5-114** [Rev], **5-116** Negotiable instruments, **3-409** Sales, **2-210** Secured transactions, **9-405** 

#### ATTACHMENT

Documents of title, attachment of goods covered by negotiable document, **7-602** 

Investment securities, attachment of security interests, **8-321**Secured Transactions, this index

#### AUCTIONS

Bulk transfers, **6-108**, **6-108** [Rev] Sales. **2-328** 

## **AUTHENTICATION**

Investment Securities, this index

#### **BAD FAITH**

Good Faith, this index

## **BAILMENTS**

Secured Transactions, this index

## BANK DEPOSITS AND COLLECTIONS

Generally, **4-101** [Rev] et seq., **4-101** et seq.

Agent, status of collecting bank as, 4-201 [Rev]

Applicability, 4-102, 4-102 [Rev]

Burden of proof of loss, relationship between payor banks and customers, **4-403**, **4-403** [**Rev**]

Chargeback or refund, depositary and collecting banks, **4-212**, **4-214** [Rev]

Collecting banks. Depositary and collecting banks, below

Customers. Payor banks and customers, relationship between, below

Damages, measure of, **4-103**, **4-103** [Rev]

Death of customer, relationship between payor banks and customers, **4-405**, **4-405** [Rev]

# BANK DEPOSITS AND COLLECTIONS—Cont'd

Definitions and index of definitions Generally, **4-104**, **4-104** [Rev] Bank, **4-105** [Rev]

Collecting bank, **4-105**, **4-105** [Rev]

Depositary bank, **4-105**, **4-105** [Rev]

Intermediary bank, **4-105**, **4-105** [Rev]

Payor bank, **4-105**, **4-105** [**Rev**] Presenting bank, **4-105**, **4-105** [**Rev**]

Remitting bank, **4-105** 

Types of banks, 4-105 [Rev]

Delays, 4-108, 4-109 [Rev]

Depositary and collecting banks

Generally, **4-106** [Rev], **4-201** et seq.

Agent, status of collecting bank as, 4-201 [Rev]

Applicability of article, **4-201**, **4-201** [Rev]

Chargeback or refund, 4-212, 4-214 [Rev]

Drawer or indorser, liability of, 4-212 [Rev]

Encoding and retention warranties, 4-209 [Rev]

Final payment of item by payor bank, **4-213**, **4-215** [Rev]

Holder in due course, value given by bank for purposes of, 4-209, 4-211 [Rev]

Holder of unindorsed item, **4-205** [Rev]

Insolvency and preference, 4-214, 4-216 [Rev]

Instructions, effect of, 4-203, 4-203 [Rev]

Liability of collecting bank, **4-214** [Rev]

Media of remittance, 4-211

Medium and time of settlement by bank, **4-213 [Rev]** 

Methods of sending and presenting, **4-204**, **4-204** [Rev]

Missing indorsements, 4-205

#### BANK DEPOSITS AND BANK DEPOSITS AND COLLECTIONS—Cont'd COLLECTIONS—Cont'd Depository and collecting banks Depositary and collecting banks —Cont'd Payable through or payable at No notice from prior indorsement, bank, **4-106** [Rev] 4-205 Dishonor, payor banks, 4-301 "Pay any bank" indorsement, Documentary drafts 4-201, 4-201 [Rev] Generally, 4-501 [Rev] et seq., Payor bank, sending directly to, 4-501 et seq. 4-204, 4-204 [Rev] Duty to send for presentment and Presentment by notice of item not to notify customer of dispayable by, through or at honor, 4-501, 4-501 [Rev] bank, 4-210, 4-212 [Rev] Handling, 4-501, 4-501 [Rev] Presentment warranties, 4-207, "On arrival" drafts, presentment 4-208 [Rev] of, 4-502, 4-502 [Rev] Presumption and duration of Privilege of presenting bank to agency status and provisional deal with goods, 4-504, 4-504 status of credits, 4-201 [Rev] Provisional and final settlement in Referees, 4-503, 4-503 [Rev] remittance cases, 4-211 Report of reasons for dishonor, Provisional debts and credits, 4-503, 4-503 [Rev] 4-201 [Rev], 4-213, 4-215 Responsibility of presenting bank [Rev] for documents and goods, Responsibility for collection or 4-503, 4-503 [Rev] return, 4-202, 4-202 [Rev] Security interest for expenses, Return items, 4-214 [Rev] 4-504, 4-504 [Rev] Seasonable actions, 4-202 Drawer, liability of, 4-212 [Rev] Secondary parties, liability of, Electronic presentment, **4-110** [Rev] 4-210 Encoding and retention warranties, Security interest of collecting bank depositary and collecting banks, in items, accompanying docu-4-209 [Rev] ments and proceeds, 4-208, Final payment of item by payor bank, 4-210 [Rev] 4-213, 4-215 [Rev] Time Holder in due course, value given by Actions, **4-202** [**Rev**] bank for purposes of, 4-209, Claims, 4-207 4-211 [Rev] Transfers between banks, 4-206, Holder of unindorsed item, deposi-4-206 [Rev] tary and collecting banks, 4-205 Transfer warranties, 4-207, 4-207 [Rev] [Rev] Incompetence of customer, relation-Warranties ship between payor banks and customers, 4-405, 4-405 [Rev] Encoding and retention warranties, 4-209 [Rev] Indorser, liability of, 4-212 [Rev] Presentment warranties, 4-207, Insolvency and preference, deposi-4-208 [Rev] tary and collecting banks, 4-214, 4-216 [Rev] Transfer warranties, 4-207, Instructions, depositary and collect-4-207 [Rev] ing banks, 4-203, 4-203 [Rev] Withdrawal, availability of certain credits for, 4-213, 4-215 Late return of item, payor banks, 4-302, 4-302 [Rev] [Rev]

## BANK DEPOSITS AND COLLECTIONS—Cont'd

Legal process, payor banks, 4-303, 4-303 [Rev]

Missing indorsements, depositary and collecting banks, **4-205** 

Notice, payor banks, 4-303, 4-303 [Rev]

"On arrival" drafts, presentment of, 4-502, 4-502 [Rev]

Ordinary care, 4-103, 4-103 [Rev]

Payable through or payable at bank, 4-106 [Rev]

"Pay any bank" indorsement, depositary and collecting banks, **4-201**, **4-201** [Rev]

Payor banks

Generally, **4-301** [**Rev**] et seq., **4-301** et seq.

Deferred posting, **4-301**, **4-301** [Rev]

Depositary and collecting banks, sending directly to payor bank, **4-204**, **4-204** [Rev]

Dishonor, time of, **4-301**, **4-301** [Rev]

Late return of item, responsibility for, **4-302**, **4-302** [Rev]

Notice, stop order, legal process or setoff, items subject to, **4-303**, **4-303** [Rev]

Order in which items charged or certified, 4-303, 4-303 [Rev]

Payor banks and customers, relationship between, below

Recovery of payment by return of items, **4-301**, **4-301** [Rev]

Return of items by payor bank, 4-301 [Rev]

Payor banks and customers, relationship between

Generally, **4-401** [**Rev**] et seq., **4-401** et seq.

Burden of proof of loss, 4-403, 4-403 [Rev]

Death or incompetence of customer, **4-405**, **4-405** [Rev]

Six month old check, payment of, 4-404, 4-404 [Rev]

## BANK DEPOSITS AND COLLECTIONS—Cont'd

Payor banks and customers, relationship between—Cont'd

Stop payment, right of customer, 4-403, 4-403 [Rev]

Subrogation regarding improper payments, **4-407**, **4-407** [Rev]

Time

Charges to customer account by banks, **4-401**, **4-401** [Rev]

Insufficiency of account, determination of, **4-402** [Rev]

Unauthorized signature or alteration, duty of customer to discover and report, **4-406**, **4-406** [Rev]

Wrongful dishonor, liability to customer for, **4-402**, **4-402** [Rev]

Posting, process of, 4-109

Presentment by notice of item not payable by, through or at depositary or collecting bank, **4-210**, **4-212** [Rev]

Presentment warranties, depositary and collecting banks, **4-207**, **4-208** [Rev]

Presumption and duration of agency status and provisional status of credits, depositary and collecting banks, **4-201** 

Privilege of presenting bank to deal with goods, documentary drafts, 4-504, 4-504 [Rev]

Provisional debts and credits, depositary and collecting banks, 4-201 [Rev], 4-213, 4-215 [Rev]

Receipt of items, time of, **4-108** [Rev]

Recovery of payment by return of items, payor banks, **4-301**, **4-301** [Rev]

Referees, documentary drafts, **4-503**, **4-503** [Rev]

Report of reasons for dishonor, documentary drafts, **4-503**, **4-503** [Rev]

Return items, depositary and collecting banks, **4-214** [Rev]

# BANK DEPOSITS AND COLLECTIONS—Cont'd

Seasonable actions, depositary and collecting banks, **4-202** 

Security interests

Accompanying documents and proceeds, security interest of collecting bank in items, 4-208, 4-210 [Rev]

Documentary drafts, expenses, 4-504, 4-504 [Rev]

Separate office of bank, **4-106**, **4-107** [Rev]

Setoff, payor banks, 4-303, 4-303 [Rev]

Short title, 4-101, 4-101 [Rev]

Six month old checks, relationship between payor banks and customers, **4-404**, **4-404** [Rev]

Statute of limitations, **4-111 [Rev]** Stop orders

Payor banks, 4-303, 4-303 [Rev]
Payor banks and customers, relationship between, 4-403,
4-403 [Rev]

Subrogation regarding improper payments, relationship between payor banks and customers, 4-407, 4-407 [Rev]

Time

Depositary and collecting banks, above

Payor banks, dishonor by, **4-301**, **4-301** [**Rev**]

Payor banks and customers, relationship between, above

Receipt of items, **4-107, 4-108** [Rev]

Transfers between depositary and collecting banks, **4-206**, **4-206** [Rev]

Transfer warranties, depositary and collecting banks, **4-207**, **4-207** [Rev]

Unauthorized signature or alteration, duty of customer to discover and report, **4-406**, **4-406** [Rev]

Variation by agreement, **4-103**, **4-103** [Rev]

# BANK DEPOSITS AND COLLECTIONS—Cont'd

Warranties. Depositary and collecting banks, above

Wrongful dishonor, liability of payor bank to customer for, **4-402**, **4-402** [Rev]

#### **BEARER**

Investment securities, indorsement of certificated security, **8-310**Negotiable Instruments, this index

## **BILLS OF LADING**

Documents of Title, this index

#### BLANK INDORSEMENTS

Negotiable instruments, **3-204**, **3-205** [Rev]

#### **BONA FIDE PURCHASERS**

Investment Securities, this index

#### **BROKERS**

Investment securities, transfers, 8-303

#### **BULK TRANSFERS**

Generally, **6-101** [Rev] et seq., **6-101** et seq.

Applicability of article, **6-102**, **6-103**, **6-103** [**Rev**]

Auction sales, 6-108, 6-108 [Rev]

Buyer, obligations of, 6-104 [Rev]

Credit for payment to particular creditors, **6-109** 

Definitions and index of definitions

Generally, 6-102 [Rev]

Auctioneer, 6-108

Bulk transfer, **6-102** 

Equipment, transfers of, 6-102

Filing and filing officer

Generally, 6-109 [Rev]

Duty of officer, 6-109 [Rev]

Information from officer, **6-109** [Rev]

Levies, **6-111** 

Liability for noncompliance, 6-107 [Rev]

Liquidators, sales by, 6-108 [Rev] List of creditors, 6-104

Notice, 6-105, 6-105 [Rev], 6-107

#### BULK TRANSFERS-Cont'd

Proceeds, application of, **6-106** Protected creditors, **6-109** Schedules

Distribution, **6-106** [Rev] Property, **6-104** 

Secured transactions, 9-111
Short title, 6-101, 6-101 [Rev]

Statute of limitations, 6-110 [Rev], 6-111

Subsequent transfers, 6-110

#### **BURDEN OF PROOF**

Bank deposits and collections, relationship between payor banks and customers, **4-403**, **4-403** [Rev]

Leases, burden of establishing default by lessor after acceptance, **2A-516** 

Negotiable instruments, establishing signatures, defenses and due course, **3-307** 

Sales, establishing breach after acceptance, **2-607** 

Secured transactions, establishment of purchase money security interest, **9-103** [Rev]

## **CANCELLATION**

Funds transfers, payment orders, 4A-211

Leases, 2A-505

Letters of credit, 5-106 [Rev]

Negotiable instruments, discharge and payment, 3-604 [Rev], 3-605

Sales, effect on claims for antecedent breach, **2-720** 

#### **CAPTIONS**

Generally, 1-107 [Rev], 1-109

## **CASHIER'S CHECKS**

Negotiable Instruments, this index

#### **CASUALTY**

Leases, identified goods, **2A-221** Sales, identified goods, **2-613** 

## CENTRAL DEPOSITORY SYSTEM

Investment securities, transfer or pledge, **8-320** 

## **CERTIFICATED SECURITIES**

Investment securities, negotiability, 8-105

#### **CERTIFICATE OF TITLE**

Leases and territorial application to goods covered by certificates of title, **2A-105** 

Secured transactions, perfection and priority with regard to goods covered, 9-303 [Rev], 9-337 [Rev]

#### **CERTIFIED CHECKS**

Negotiable Instruments, this index

#### **C&F TERMS**

Sales, this index

#### **CHARGEBACK**

Bank deposits and collections, depositary and collecting banks, 4-212, 4-214 [Rev]

#### **CHATTEL PAPER**

Secured Transactions, this index

#### **CHECKS**

Sales, payment, 2-511

## CHOICE OF LAW AND FORUM

Election by parties, **1-105**, **1-301** [Rev]

Funds transfers, 4A-507

Investment securities, 8-110 [Rev]

Letters of credit, 5-116 [Rev]

Secured transactions, perfection and priority, 9-301 [Rev] et seq., 9-316 [Rev]

## **CIF TERMS**

Sales, this index

# CLEARING CORPORATION RULES

Investment securities, 8-111 [Rev]

## COLLATERAL CONTRACTS

Sales, breach, 2-701

## **COLLECTING BANKS**

Bank Deposits and Collections, this index

UCC Index-6

#### **COLLECTIONS**

Bank Deposits and Collections, this index

#### **COMMERCIAL PAPER**

Negotiable Instruments, this index

## COMMERCIAL REASONABLENESS

Secured transactions, default, **9-627** [Rev]

#### COMMINGLED GOODS

Secured Transactions, this index

#### COMPUTER INFORMATION

Uniform Computer Information Transactions Act, UCITA § 101 et seq.

### CONDITIONAL DELIVERY

Sales, 2-507

## CONFIRMATION

Letters of credit, **5-107**, **5-107** [Rev]

### "CONFIRMED CREDIT"

Sales, delivery, **2-325** 

#### CONFLICTING CLAIMS

Documents of title, 7-603, 7-603 [Rev]

## CONSENT

Letters of credit, withholding of honor or rejection, **5-112** Sales, this index

## CONSEQUENTIAL DAMAGES

Leases, default by lessor, **2A-520** Sales, **2-710**, **2-715** 

## CONSIDERATION

Letters of credit, 5-105, 5-105 [Rev] Negotiable instruments, 3-303 [Rev], 3-408

## CONSIGNMENTS

Secured Transactions, this index

## CONSTRUCTION AND INTERPRETATION

Generally, **1-103** [**Rev**], **1-201** et seq. Acceleration at will, **1-208**, **1-309** [**Rev**]

#### CONSTRUCTION AND

INTERPRETATION—Cont'd

Course of dealing, **1-205**, **1-303** [**Rev**]

Course of performance, **1-303** [Rev] Definitions, this index

Documents of title, construction against negative implication, 7-105

## Gender, 1-106 [Rev]

Good faith, obligation of, **1-203**, **1-304** [Rev]

Implied or implicit repeal, construction against, **1-104** 

Implied repeal, construction against, 1-104 [Rev]

Leases, this index

Negotiable instruments, 3-118, 3-119

Performance or acceptance under reservation of rights, 1-207, 1-308 [Rev]

Plural and singular, use of, **1-106** [Rev]

Practical Construction, this index

Presumptions, 1-206 [Rev]

Prima facie evidence by third-party documents. **1-202**, **1-307** [Rev]

Promotion of purposes and policies, 1-103 [Rev]

Reasonable time, 1-204

Remedies, liberal administration of, 1-106, 1-305 [Rev]

Reservation of rights, performance or acceptance under, **1-207**, **1-308** [Rev]

Rules of construction, 1-102

Sales contracts, 2-301 et seq.

Singular and plural, use of, **1-106** [Rev]

Statute of frauds for kinds of personal property not otherwise covered, 1-206

Subordinated obligations, 1-209, 1-310 [Rev]

Supplementary principles of law, 1-103, 1-103 [Rev]

Time, 1-204

Usage of trade, **1-205**, **1-303** [**Rev**] Variation by agreement, **1-102**, **1-302** [**Rev**]

# CONSUMER GOODS AND TRANSACTIONS

Funds transfers, federal law, **4A-108** Leases, election of applicable law by parties, **2A-106** 

Secured transactions, contents and form of notification before disposition of collateral following default, 9-614 [Rev]

## CONTINUITY OF PERFECTION

Secured Transactions, this index

#### CONTRIBUTION

Negotiable instruments, 3-116 [Rev]

#### **CONTROL**

Investment securities, **8-106** [Rev] Secured Transactions, this index

#### **CONTROL AGREEMENT**

Secured transactions, refusal of bank to enter into or disclose existence, 9-342 [Rev]

#### CONVERSION

Investment securities, good faith conduct, **8-318** 

Negotiable instruments, **3-419**, **3-420** [Rev]

### **COOPERATION**

Sales, performance, 2-311

### **COUNSEL**

Attorneys, this index

#### **COURSE OF DEALING**

Construction and interpretation, 1-205, 1-303 [Rev]

## COURSE OF PERFORMANCE

Construction and interpretation, 1-303 [Rev] Leases, 2A-207

Sales, 2-208

#### COVER

Leases, default by lessor, **2A-518** Sales, **2-712** 

## **CROPS**

Secured transactions, perfection and priority, **9-334** [Rev]

UCC Index-8

#### **CURE**

Leases, cure by lessor of improper tender or delivery, **2A-513**Sales, cure of improper tender or delivery, **2-508** 

#### DAMAGES

Bank deposits and collections, 4-103, 4-103 [Rev]

Consequential Damages, this index Incidental Damages, this index Leases, this index Liquidation of Damages, this index Sales, this index

#### **DATE**

Time and Date, this index

#### **DEATH**

Bank deposits and collections, death of customer, **4-405**, **4-405** [Rev]

### **DEFAULT**

Leases, this index Secured Transactions, this index

#### **DEFENSES**

Secured Transactions, this index

### **DEFICIENCY**

Secured Transactions, this index

## **DEFINITIONS**

Generally, **1-201**, **1-201** [Rev] Bank Deposits and Collections, this index

Bulk Transfers, this index Documents of title, **7-102**, **7-102** [Rev]

Funds Transfers, this index Investment Securities, this index Knowledge, 1-202 [Rev] Leases, 1-203 [Rev], 2A-103 Letters of Credit, this index

Negotiable Instruments, this index

Notice, 1-202 [Rev]

Reasonable time, 1-204, 1-205 [Rev]

Sales, this index

Seasonableness, 1-205 [Rev]

Seasonably, 1-204

Secured Transactions, this index Security interest, **1-203** [Rev]

#### **DEFINITIONS—Cont'd**

Time, 1-204 Value, 1-204 [Rev]

Bank deposits and collections, 4-108, 4-109 [Rev]

## **DELEGATION OF PERFORMANCE**

Leases, **2A-303** Sales, 2-210

## **DELIVERY**

Investment Securities, this index Sales, this index

Documents of Title, this index

Stoppage of Delivery, this index

#### **DEMAND**

Investment securities, demand that issuer not register transfer, 8-403 [Rev]

Negotiable instruments, payable on demand, 3-108 [Rev]

## **DEPOSITORY BANKS**

Bank Deposits and Collections, this index

## DEPOSITS AND DEPOSIT ACCOUNTS

Bank Deposits and Collections, this index

Secured Transactions, this index

## DESCRIPTION OF COLLATERAL

Secured Transactions, this index

## DESTINATION BILLS OF LADING

Documents of title, 7-305, 7-305 [Rev]

#### **DESTROYED INSTRUMENTS**

Lost, Destroyed or Stolen Instruments, this index

#### DISCHARGE

Funds transfers, discharge of underlying obligation by payment, 4A-406

Negotiable Instruments, this index Secured transactions, account debtor, 9-406 [Rev]

#### DISHONOR

Bank deposits and collections, payor banks, 4-301 Negotiable Instruments, this index

## DISPOSAL OF GOODS

Leases, default by lessee, 2A-527

#### DISPOSITION OF COLLATERAL

Secured Transactions, this index

#### **DISTRIBUTIONS**

Investment securities, securities intermediaries, 8-505 [Rev]

#### DIVERSION

Documents of Title, this index

## DOCUMENTARY DRAFTS

Bank Deposits and Collections, this index

## DOCUMENTS

Secured Transactions, this index Title documents. Documents of Title, this index

## DOCUMENTS OF TITLE

Generally, 7-101 [Rev] et seq., 7-101 et seq.

Alteration

Bills of lading, **7-306**, **7-306** [Rev] Warehouse receipts, 7-208, 7-208 [Rev]

Attachment of goods covered by negotiable document, 7-602

Bills of lading

Generally, 7-301 [Rev] et seq., 7-301 et seq.

Altered bills, **7-306**, **7-306** [Rev] Change of instructions, 7-303,

7-303 [Rev]

Contractual limitation of liability, 7-309, 7-309 [Rev]

Destination bills, **7-305**, **7-305** [Rev]

Diversion, 7-303, 7-303 [Rev]

Duty of care, 7-309, 7-309 [Rev] Enforcement of lien of carrier,

7-308, 7-308 [Rev]

Improper handling, **7-301**, **7-301** [Rev]

7-501 et seq.

#### DOCUMENTS OF TITLE—Cont'd DOCUMENTS OF TITLE—Cont'd Bills of lading—Cont'd Diversion—Cont'd Lien of carrier, 7-307, 7-307 Negotiation and transfer, 7-504, [Rev], 7-308, 7-308 [Rev] 7-504 [Rev] Nonreceipt or misdescription, Duplicate document of title, 7-402, liability for, **7-301**, **7-301** 7-402 [Rev] [Rev] Duty of care Reconsignment, 7-303, 7-303 Bills of lading, **7-309**, **7-309** [Rev] [Rev] Warehouse receipts, 7-204, 7-204 "Said to contain" or "shipper's [Rev] load and count," 7-301, 7-301 Electronic documents of title, control of, 7-106 [Rev] Set of bills of lading, 7-304, 7-304 Enforcement of lien [Rev] Bills of lading, **7-308**, **7-308** [Rev] Through bills of lading and similar Warehouseman, 7-210, 7-210 documents, 7-302, 7-302 [Rev] [Rev] Excuse for failure to deliver, 7-403, Change of instructions, bills of lad-7-403 [Rev] ing, 7-303, 7-303 [Rev] Fungible goods, warehouse receipts, Classification, relation of article to, 7-207, 7-207 [Rev] 7-103 Good faith delivery, 7-403, 7-404 Compelling of indorsement, negotia-[Rev] tion and transfer, 7-506, 7-506 Government bond, storage under, [Rev] 7-201 Conflicting claims, 7-603, 7-603 Interpleader, 7-603, 7-603 [Rev] [Rev] Irregularities in issue of receipt or bill Construction against negative or conduct of issuer, 7-401, implication, 7-105 7-401 [Rev] Contractual limitation of liability Judicial process against goods Bills of lading, 7-309, 7-309 [Rev] covered by negotiable document Warehouse receipts, 7-204, 7-204 of title, 7-602 [Rev] [Rev] Liens Definitions and index of definitions, Bills of lading, **7-307**, **7-307** 7-102, 7-102 [Rev] [Rev], 7-308, 7-308 [Rev] Delivery Enforcement of lien, above Excuse for failure to deliver, Warehouseman, 7-209, 7-209 7-403, 7-403 [Rev] [Rev], 7-210, 7-210 [Rev] Good faith delivery, 7-403, 7-404 Lost documents, 7-601, 7-601 [Rev] [Rev] Misdescription. Nonreceipt or misde-Negotiation and transfer, delivery scription, below without indorsement, 7-506, Missing documents, 7-601 7-506 [Rev] Negative implication, construction Obligation to deliver, 7-403, 7-403 against, **7-105** [Rev] Negotiable and nonnegotiable docu-Destination bills of lading, 7-305, ments of title, 7-104, 7-104 7-305 [Rev] [Rev] Destroyed documents, 7-601 [Rev] Negotiation and transfer Diversion Generally, 7-501 [Rev] et seq.,

Bills of lading, 7-303, 7-303 [Rev]

#### DOCUMENTS OF TITLE—Cont'd DOCUMENTS OF TITLE—Cont'd Negotiation and transfer—Cont'd Stoppage of delivery, negotiation and transfer, 7-504, 7-504 [Rev] Adequate compliance with commercial contract, 7-509, 7-509 Tariff, relation of article to, 7-103 [Rev] Termination of storage at option of Compelling of indorsement, **7-506**, warehouseman, 7-206, 7-206 7-506 [Rev] [Rev] Delivery without indorsement, Through bills of lading and similar 7-506, 7-506 [Rev] documents, 7-302, 7-302 [Rev] Diversion, effect of, 7-504, 7-504 Title defeated in certain cases [Rev] Negotiation and transfer, 7-503, Document of title to goods 7-503 [Rev] defeated in certain cases, Warehouse receipts, **7-205**, **7-205** 7-503, 7-503 [Rev] [Rev] Form of negotiation and require-Transfer. Negotiation and transfer, ments of due negotiation, above 7-501, 7-501 [Rev] Treaty, relation to, **7-103**, **7-103** Indorser not guarantor for other [Rev] parties, 7-505, 7-505 [Rev] Warehouse receipts Rights acquired by due negotia-Generally, 7-201 [Rev] et seq., tion, 7-502, 7-502 [Rev] 7-201 et seq. Rights acquired in absence of due Alteration of receipts, 7-208, 7-208 negotiation, **7-504**, **7-504** [Rev] [Rev] Contractual limitation of liability Stoppage of delivery, 7-504, 7-504 of warehouseman, 7-204, [Rev] 7-204 [Rev] Warranties, below Duty of care, 7-204, 7-204 [Rev] Nonreceipt or misdescription Enforcement of lien of warehouse-Bills of lading, 7-301, 7-301 [Rev] man, 7-210, 7-210 [Rev] Warehouse receipts, **7-203**, **7-203** Essential and optional terms, 7-202 [Rev] Form, 7-202, 7-202 [Rev] Omissions, warehouse receipts, 7-202 [Rev] Fungible goods, **7-207**, **7-207** Overissue, **7-402**, **7-402** [Rev] [Rev] Reconsignment, bills of lading, Government bond, storage under, 7-303, 7-303 [Rev] 7-201 Regulation, relation of article to, Lien of warehouseman, 7-209, 7-209 [Rev], 7-210, 7-210 7-103 Reissuance in alternative medium, [Rev] 7-105 [Rev] Nonreceipt or misdescription, "Said to contain," bills of lading, liability for, 7-203, 7-203 7-301, 7-301 [Rev] [Rev] Set of bills of lading, **7-304**, **7-304** Omissions, 7-202 [Rev] Persons who may issue receipt, "Shipper's load and count," bills of 7-201, 7-202 [Rev] lading, **7-301**, **7-301** [Rev] Separate keeping of goods, 7-207, Short title, **7-101**, **7-101** [**Rev**] 7-207 [Rev] Statute, relation to, **7-103**, **7-103** Termination of storage at option of

Stolen documents, 7-601 [Rev]

[Rev]

warehouseman, 7-206, 7-206

[Rev]

## DOCUMENTS OF TITLE—Cont'd

Warehouse receipts—Cont'd
Title defeated in certain cases,
7-205, 7-205 [Rev]

Warranties

Collecting bank and documents, 7-508, 7-508 [Rev]

Negotiation, delivery or transfer of document of title, 7-507, 7-507 [Rev]

## **DRAWERS**

Negotiable instruments, contract or obligation of drawer, **3-413**, **3-414** [Rev]

# DUPLICATE DOCUMENT OF TITLE

Generally, 7-402, 7-402 [Rev]

#### **DUTY OF CARE**

Documents of Title, this index

## ELECTRONIC FUNDS TRANSFER ACT

Funds transfers, 4A-108

## ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Generally, 1-108 [Rev], E-SIGN § 1 et seq.

#### **ELECTRONIC TRANSACTIONS**

Bank deposits and collections, electronic presentment, **4-110** [Rev]

Documents of title, electronic, **7-106** [Rev]

Secured transactions, electronic chattel paper, **9-105** [Rev]

Uniform Electronic Transactions Act, UETA § 1 et seq.

## **EMPLOYMENT**

Negotiable instruments, employer responsibility for fraudulent indorsement by employee, **3-405** [Rev]

## **ENCODING WARRANTIES**

Bank deposits and collections, depositary and collecting banks, **4-209** [Rev]

#### ENFORCEMENT OF LIEN

Documents of Title, this index

#### **EQUIPMENT**

Bulk transfers, 6-102

#### ESTOPPEL

Waiver and Estoppel, this index

#### **EVIDENCE**

Burden of Proof, this index Extrinsic Evidence, this index Investment securities, evidentiary rules concerning certificated securities, 8-114 [Rev]

Negotiable Instruments, this index Parol Evidence, this index Presumptions, this index Prima facie evidence by third-party documents, **1-307** [**Rev**]

#### EXCLUSIVE DEALINGS

Sales, 2-306

#### **EXCUSE**

Documents of title, failure to deliver, 7-403, 7-403 [Rev]

Leases, excused performance, **2A-405, 2A-406** 

Negotiable instruments, excused presentment and notice of dishonor, 3-504 [Rev], 3-511

Sales, this index

## **EXHAUSTION OF CREDIT**

Letters of credit, 5-108

### **EXPRESS WARRANTIES**

Leases, 2A-210

Sales, affirmation, promise, description or sample, 2-313

## "EX SHIP" DELIVERY

Sales, 2-322

#### **EXTRINSIC EVIDENCE**

Leases, **2A-202** Sales, **2-202** 

## **FAS TERMS**

Sales, 2-319

## **FEDERAL LAW**

Funds transfers, exclusion of consumer transactions, **4A-108** 

## FEDERAL RESERVE REGULATIONS AND OPERATING CIRCULARS

Funds transfers, 4A-107

#### FEES

Secured transactions, filing, **9-405**, **9-406** 

#### FILING

Bulk Transfers, this index Secured Transactions, this index Transition Provisions, this index

#### FILING OFFICER

Bulk Transfers, this index

#### **FINALITY**

Negotiable instruments, payment or acceptance, **3-418** 

#### FINAL WRITTEN EXPRESSION

Leases, formation and construction, 2A-202
Sales, 2-202

## FINANCE LEASES

Irrevocable promises, **2A-407**Lessee as beneficiary of supply contract, **2A-209**Performance, **2A-407** 

#### **FINANCIAL ASSETS**

Secured Transactions, this index

### FINANCING AGENCIES

Sales, 2-506

#### FIRM OFFERS

Leases, **2A-205** Sales, **2-205** 

## FITNESS FOR PARTICULAR PURPOSE

Leases, implied warranty, **2A-213** Sales, implied warranty, **2-315** 

#### **FIXTURES**

Leases, rights of parties when goods become fixtures, **2A-309**Secured Transactions, this index

#### **FOB TERMS**

Sales, 2-319

#### FOREIGN MONEY

Negotiable instruments, instrument payable in foreign money, **3-107** [Rev]

#### **FORGERY**

Letters of credit, 5-109 [Rev]

# FORM AND FORMATION OF SALES

Sales, this index

#### **FRAUD**

Leases, **2A-505**Letters of credit, **5-109** [Rev]
Sales, **2-721** 

#### FRAUDS, STATUTE OF

Statute of Frauds, this index

#### **FUNDS TRANSFERS**

Generally, 4A-101 et seq.

Acceptance of payment. Issue and acceptance of payment, below

Amendment of payment orders, **4A-211** 

Authorized payment orders. Issue and acceptance of payment, below

Beneficiary, misdescription of, 4A-207

Beneficiary's bank, misdescription of, **4A-208** 

Cancellation of payment orders, 4A-211

Choice of law, 4A-507

Consumer transactions governed by federal law, exclusion of, 4A-108

Date. Time and date, below

**Definitions** 

Generally, 4A-103 et seq.

Funds transfer, 4A-104

Other definitions, 4A-105

Payment order, 4A-103

Discharge of underlying obligation by payment, **4A-406** 

Effect of funds transfer system rule, 4A-501

Electronic Funds Transfer Act, relationship to, **4A-108** 

#### FUNDS TRANSFERS—Cont'd

Erroneous execution of payment order by receiving bank, **4A-303** et seq.

Erroneous payment orders, issue and acceptance of payment, **4A-205** 

Execution of payment order by receiving bank

Generally, **4A-301 et seq.** Erroneous execution, **4A-303 et** 

Execution and execution date, 4A-301

Liability for late or improper execution or failure to execute payment order, **4A-305** 

Obligation of receiving bank, 4A-302

Report of erroneous execution, 4A-304

Federal law, exclusion of consumer transactions governed by, 4A-108

Federal Reserve regulations and operating circulars, **4A-107** 

Injunctions, 4A-503

Interest rate, 4A-506

Intermediary, misdescription of, 4A-208

Issue and acceptance of payment Generally, **4A-201 et seq.** 

Acceptance of payment order, generally, **4A-209** 

Amendment of payment orders, 4A-211

Authorized and verified payment orders

Generally, 4A-202

Unauthorized payment order, refund of payment and duty of customer to report, **4A-204** 

Unenforceability of certain verified payment orders, 4A-203

Beneficiary, misdescription of, 4A-207

Cancellation and amendment of payment orders, **4A-211** 

Erroneous payment orders, 4A-205

#### FUNDS TRANSFERS—Cont'd

Issue and acceptance of payment —Cont'd

Intermediary or beneficiary's bank, misdescription of, **4A-208** 

Liability and duty of receiving bank regarding unaccepted order, **4A-212** 

Rejection of payment order, 4A-210

Security procedure, 4A-201

Transmission of payment order through funds transfer or other communication system, **4A-206** 

Unaccepted order, liability and duty of receiving bank regarding, **4A-212** 

Unauthorized payment order, refund of payment and duty of customer to report, **4A-204** 

Liability of receiving bank for late or improper execution or failure to execute payment order, 4A-305

Objection to debit of customer's account, preclusion of, **4A-505** 

Order in which items and payment order may be charged to account, **4A-504** 

Order of withdrawals from account, 4A-504

Payment

Generally, 4A-401 et seq.

Date of payment, 4A-401

Discharge of underlying obligation, **4A-406** 

Obligation of beneficiary's bank to pay and give notice to beneficiary, **4A-404** 

Obligation of sender to pay receiving bank, **4A-402** 

Payment by beneficiary's bank to beneficiary, **4A-405** 

Payment by originator to beneficiary, **4A-406** 

Payment by sender to receiving bank, **4A-403** 

Payment order, definitions, **4A-103**Receipt of payment order, time of, **4A-106** 

## FUNDS TRANSFERS—Cont'd

Rejection of payment order, 4A-210 Report of erroneous execution of payment order by receiving bank, 4A-304

Restraining orders, 4A-503

Security procedure, issue and acceptance of payment, 4A-201

Service of creditor process on receiving bank, **4A-502** 

Setoff by beneficiary's bank, 4A-502 Short title, 4A-101

Subject matter, 4A-102

Time and date

Payment, 4A-401

Receipt of payment order, 4A-106

Transmission of payment order through funds transfer or other communication system, 4A-206

Unaccepted order, liability and duty of receiving bank regarding, 4A-212

Unauthorized payment order, refund of payment and duty of customer to report, 4A-204

Variation by agreement, 4A-501 Verified payment orders. Issue and acceptance of payment, above

#### **FUNGIBLE GOODS**

Warehouse receipts, **7-207**, **7-207** [Rev]

#### **FUTURE ADVANCES**

Secured Transactions, this index

### **GENDER**

Construction and interpretation, 1-106 [Rev]

#### GENERAL INTANGIBLES

Secured Transactions, this index

#### **GOOD FAITH**

Construction and interpretation, 1-203, 1-304 [Rev]

Documents of title, delivery, 7-403, 7-404 [Rev]

Sales, purchase of goods, 2-403

## **GOVERNING LAW**

Choice of Law and Forum, this index

#### **GOVERNMENT BOND**

Documents of title, storage, 7-201

#### **GUARANTEE**

Investment securities, guarantee of signature, indorsement or instruction, 8-306 [Rev], 8-312

#### **GUARANTOR**

Negotiable instruments, contract of guarantor, 3-416

## **HEALTH-CARE-INSURANCE** RECEIVABLES

Secured transactions, restrictions on assignment, 9-408 [Rev]

#### HOLDER IN DUE COURSE

Bank deposits and collections, value given by bank, 4-209, 4-211 [Rev]

Negotiable Instruments, this index

#### **HOLDERS**

Negotiable Instruments, this index

#### HONOR

Letters of credit, duty and privilege, 5-114

## **IDENTIFICATION**

Casualty to identified goods and leases, 2A-221

Leases, 2A-217, 2A-221, 2A-524

Negotiable instruments, person to whom instrument is payable, 3-110 [Rev]

Sales, 2-501, 2-704

Secured transactions, identification and proof of assignment, rights of third parties, 9-319, 9-406 [Rev]

## IMPLIED OR IMPLICIT REPEAL

Construction and interpretation, 1-104

### IMPLIED REPEAL

Construction and interpretation, 1-104 [Rev]

## **IMPLIED WARRANTIES**

Leases

Fitness for ordinary purpose, 2A-212

#### IMPLIED WARRANTIES—Cont'd

Leases—Cont'd

Fitness for particular purpose, **2A-213** 

Sales, 2-314, 2-315

#### **IMPOSTERS**

Negotiable Instruments, this index

## INCIDENTAL DAMAGES

Leases, default, **2A-520**, **2A-530** Sales, **2-710**, **2-715** 

## **INCOMPETENCE**

Bank deposits and collections, incompetence of customer, 4-405, 4-405 [Rev]

#### **INDEMNITIES**

Letters of credit, 5-113

#### INDEXING ERRORS

Secured transactions, filing, 9-517 [Rev]

## INDORSERS AND INDORSEMENTS

Bank deposits and collections, liability of indorser, **4-212** [Rev]

Investment securities, transfers, 8-304 [Rev], 8-308 Negotiable Instruments, this index

\_

## **INFRINGEMENT**

Leases and warranties against, **2A-211** 

Sales, this index

## **INJUNCTIONS**

Funds transfers, 4A-503

## INNOCENT REPRESENTATIVE

Negotiable instruments, 3-419

## **INSOLVENCY**

Bank deposits and collections, depositary and collecting banks,

4-214, 4-216 [Rev]

Leases, right of lessee to goods on, 2A-522

Letters of credit, bank holding funds for documentary credit, **5-117** 

Sales, remedies of parties, 2-502, 2-702

#### INSPECTION

Sales, this index

#### INSTALLMENT CONTRACTS

Leases, rejection and default, default by lessor, **2A-510** 

Sales, breach, repudiation and excuse, **2-612** 

#### INSTRUCTIONS

Bank deposits and collections, depositary and collecting banks, 4-203, 4-203 [Rev]

Investment Securities, this index

#### INSTRUMENTS

Secured Transactions, this index

## **INSURANCE**

Leases, 2A-218

Sales, insurable interest in goods, 2-501

Secured transactions, restrictions on assignment of health-care-insurance receivables, **9-408** [Rev]

#### INTEREST

Negotiable instruments, 3-112 [Rev]

## INTEREST RATE

Funds transfers, 4A-506

#### **INTERFERENCE**

Leases, warranties, 2A-211

### **INTERMEDIARY**

Funds transfers, misdescription, 4A-208

#### **INTERPLEADER**

Documents of title, **7-603**, **7-603** [Rev]

## INTERPRETATION

Construction and Interpretation, this index

## INVESTMENT PROPERTY

Secured Transactions, this index

## INVESTMENT SECURITIES

Generally, **8-101** [Rev] et seq., **8-101** et seq.

Acquisition of security or financial asset or interest therein, 8-104

#### INVESTMENT SECURITIES INVESTMENT SECURITIES -Cont'd —Cont'd [Rev], 8-501 [Rev] Destroyed security certificates, registration, 8-405, 8-405 [Rev], Adverse claims 8-406 [Rev] Entitlement holder, assertion of, Distributions by securities 8-502 [Rev] intermediaries, 8-505 [Rev] Issuer, duty of, 8-403 Effective date, **8-601** [Rev] Alteration of security certificate or Effectiveness of indorsement, instrucinitial transaction statement, tion or entitlement, 8-107 [Rev] 8-206, 8-206 [Rev] Enforceability of security interests, Applicability, 8-106, 8-110 [Rev] Assurance that indorsement or Evidentiary rules concerning instruction is effective, registracertificated securities, 8-114 tion, 8-402, 8-402 [Rev] [Rev] Attachment of security interests, Exchangeability of securities, 8-321 registration, 8-407 Authenticating trustee, registrar or Financial intermediaries as bona fide transfer agent purchasers, 8-313 Registration, 8-407 [Rev] Guarantee of signature, indorsement Signature, **8-208**, **8-208** [Rev] or instruction, transfers, 8-306 Bearer form, indorsement of [Rev], 8-312 certificated security in, 8-310 Indorsements, transfers, 8-304 [Rev], Bona fide purchasers 8-308 Defined, 8-302 Instructions Financial intermediaries, 8-313 Nonnegotiability, 8-105 Title acquired, 8-302 Transfers, 8-305 [Rev], 8-308 Brokers, transfers, 8-303 Issues and issuers Central depository system, transfer or Generally, 8-201 [Rev] et seq., pledge within, 8-320 8-201 et seq. Certificated securities, negotiability, Completion or alteration of secu-8-105 rity certificate or initial trans-Choice of law, 8-110 [Rev] action statement, 8-206, 8-206 Clearing corporation rules, 8-111 [Rev] [Rev] Defined, 8-201 Control, **8-106** [Rev] Lien of issuer, 8-209 [Rev] Conversion, good faith conduct, Notice of defect or defense, 8-202, 8-318 8-202 [Rev], 8-203, 8-203 Creditor's legal process, 8-112 [Rev] [Rev] Definitions and index of definitions Overissue, 8-210 [Rev] Registered owners and registered Generally, **8-102**, **8-102** [Rev] pledgees, rights and duties Adverse claim, 8-302 with respect to, 8-207, 8-207 Bona fide purchaser, 8-302 [Rev] Broker, 8-303 Responsibility and defenses of Financial intermediary, 8-313 issuer, 8-202, 8-202 [Rev] Overissue, 8-104 Restrictions on transfers by issuer, Delivery. Transfers, below 8-204, 8-204 [Rev] Demand that issuer not register Signature of authenticating trustee, transfer, 8-403 [Rev] registrar or transfer agent,

## INVESTMENT SECURITIES —Cont'd

Issues and issuers—Cont'd 8-208, 8-208 [Rev]

Staleness as notice of defect or defense, **8-203**, **8-203** [Rev]

Unauthorized signature on security certificate or initial transaction statement, **8-205**, **8-205** [Rev]

Liability of securities intermediaries and others to adverse claimants, **8-115** [Rev]

Lien of issuer, 8-103, 8-209 [Rev]

Lost security certificates, registration, 8-405, 8-405 [Rev], 8-406 [Rev]

Maintenance of financial assets by securities intermediary, **8-504 [Rev]** 

Notice

Adverse claims, 8-105 [Rev]

Issues and issuers, defect or defense, 8-202, 8-202 [Rev], 8-203, 8-203 [Rev]

Lost, destroyed or wrongfully taken security certificate, **8-406** [Rev]

Transfers, notice to purchaser of adverse claims, 8-304, 8-305

Overissue, 8-104, 8-210 [Rev]

Payments by securities intermediaries, **8-505** [Rev]

Perfection of security interests, **8-321** Pledges

Central depository system, transfer or pledge within, **8-320** 

Registered pledgees, rights and duties with respect to, 8-207, 8-207 [Rev]

Registration, 8-108

Right of purchaser to requisites for registration of transfer, pledge or release on books, 8-307 [Rev], 8-316

Presentment of certificated securities, warranties, **8-306** 

Presumptions, 8-105

Price, action for, 8-107

Priority among security interests and entitlement holders, **8-511** [Rev]

## INVESTMENT SECURITIES —Cont'd

Purchaser for value, securities intermediary as, **8-116** [Rev]

Purchaser of security entitlement from entitlement holder, rights of, 8-510 [Rev]

Registration

Generally, 8-401 [Rev] et seq., 8-401 et seq.

Adverse claims, duty of issuer as to, 8-403

Assurance that indorsement or instruction is effective, **8-402**, **8-402** [Rev]

Authenticating trustee, transfer agent and registrar, **8-407** [Rev]

Demand that issuer not register transfer, **8-403** [Rev]

Duty of authenticating trustee, transfer agent or registrar, 8-406

Duty of issuer to register transfer, pledge or release, 8-401, 8-401 [Rev]

Exchangeability of securities, **8-407** 

Liability and nonliability for registration, **8-404** 

Lost, destroyed or wrongfully taken security certificates, 8-405, 8-405 [Rev], 8-406 [Rev]

Notice to issuer of lost, destroyed or wrongfully taken security certificate, 8-406 [Rev]

Right of purchaser to requisites for registration of transfer, pledge or release on books, 8-307 [Rev], 8-316

Rights and duties with respect to registered owners and registered pledgees, 8-207, 8-207 [Rev]

Statements of uncertificated securities, **8-408** 

Wrongful registration, 8-404 [Rev]

Releases, right of purchaser to requisites for registration of transfer, pledge or release on

## INVESTMENT SECURITIES —Cont'd

books, 8-307 [Rev], 8-316

Repeals, 8-602 [Rev]

Restrictions on transfers by issuer, **8-204**, **8-204** [Rev]

Rules for determining whether obligations and interests are securities or financial assets, 8-103 [Rev]

Savings clause, **8-603** [Rev] Securities accounts, **8-501** [Rev] Securities entitlements

Generally, 8-501 [Rev] et seq.

Acquisition of security entitlement from securities intermediary, 8-501 [Rev]

Adverse claim against entitlement holder, assertion of, **8-502** [Rev]

Change of entitlement holder's position to other form of security holding, **8-508** [Rev]

Entitlement order, compliance by securities intermediary with, **8-507** [Rev]

Exercise of rights by securities intermediary as directed by entitlement holder, **8-506** [Rev]

Maintenance of financial assets by securities intermediary, **8-504** [Rev]

Manner of performance of duties of securities intermediary, **8-509** [Rev]

Other statute or regulation, specification of duties of securities intermediary by, 8-509 [Rev]

Payments and distributions by securities intermediaries, **8-505** [Rev]

Priority among security interests and entitlement holders, **8-511** [Rev]

Property interest of entitlement holder in financial assets held by securities intermediary, 8-503 [Rev]

## INVESTMENT SECURITIES —Cont'd

Securities entitlements—Cont'd
Purchaser of security entitlement
from entitlement holder,
rights of, 8-510 [Rev]

Securities accounts, 8-501 [Rev]

Short title, **8-101**, **8-101** [Rev]

Signature of authenticating trustee, registrar or transfer agent, 8-208, 8-208 [Rev]

Staleness as notice

Issues and issuers, defect or defense, **8-203**, **8-203** [Rev]

Transfers, purchaser of adverse claim, **8-305** 

Statements

Nonnegotiability, **8-105** Uncertificated securities, registration, **8-408** 

Statute of frauds, **8-113** [Rev], **8-319** Termination of security interests,

8-321
Time when transfer to purchaser occurs, 8-313

Title acquired by bona fide purchasers, **8-302** 

Transfers

Generally, **8-301** [**Rev**] et seq., **8-301** et seq.

Bearer form, indorsement of certificated security in, 8-310

Bona fide purchasers, above Brokers, **8-303** 

Central depository system, transfer or pledge within, **8-320** 

Compelling of indorsement, **8-307**Completion of duty to transfer, **8-314** 

Conversion, good faith conduct, **8-318** 

Creditors' rights, **8-317** 

Delivery

Generally, **8-301 [Rev]**Indorsement, delivery without, **8-307, 8-309** 

Duty to transfer, 8-314

Enforceability, attachment, perfection and termination of security interests, **8-321** 

## INVESTMENT SECURITIES —Cont'd

Transfers-Cont'd

Guarantee of signature, indorsement or instruction, 8-306 [Rev], 8-312

Indorsements, **8-304** [Rev], **8-308** Instructions, **8-305** [Rev], **8-308** 

Notice to purchaser of adverse claims, **8-304**, **8-305** 

Protected purchasers, 8-303 [Rev] Registration of transfer, pledge or release on books, right of purchaser to requisites for, 8-307 [Rev], 8-316

Rights of purchaser, 8-301, 8-302 [Rev]

Staleness as notice to purchaser of adverse claim, **8-305** 

Statute of frauds, 8-319

Time when transfer to purchase occurs, **8-313** 

Transferability, 8-107

Unauthorized indorsement or instruction, **8-311** 

Warranties, below

Wrongful transfer, action against transferee based upon, **8-315** 

Unauthorized indorsement or instruction, transfers, **8-311** 

Unauthorized signature on security certificate or initial transaction statement, 8-205, 8-205 [Rev]

Uncertificated securities

Release, 8-108

Statements of uncertificated securities, registration, **8-408** 

Warranties

Direct holdings, **8-108** [Rev] Indirect holdings, **8-109** [Rev]

Originators of instructions, 8-306

Presentment and transfer of certificated securities, **8-306** 

Wrongfully taken security certificates, registration, 8-405, 8-405 [Rev], 8-406 [Rev]

Wrongful registration, **8-404** [Rev] Wrongful transfer, action against

transferee based upon, 8-315

## IRREVOCABLE PROMISES

Leases, 2A-407

### ISSUES AND ISSUERS

Funds Transfers, this index Investment Securities, this index Letters of credit

Generally, 5-106 [Rev]

Rights and obligations, **5-108** [Rev]

Security interest of issuer, **5-118** [Rev]

Subrogation, 5-117 [Rev]

Negotiable instruments, 3-105 [Rev], 3-412 [Rev]

## JOINT AND SEVERAL LIABILITY

Negotiable instruments, 3-116 [Rev]

## **KNOWLEDGE**

Definition, 1-202

#### LAPSED FILING

Secured transactions, 9-403

## **LAWYERS**

Attorneys, this index

### **LEASES**

Generally, 2A-101 et seq.

Acceleration at will, **2A-109** 

Acceptance of goods, default by lessor, **2A-515 et seq.** 

Accessions, rights of parties when goods become, **2A-310** 

Adequate assurance of performance, 2A-401

Alienability of party's interest under lease contract or of lessor's residual interest in goods, 2A-303

Amendments, 2A-602

Anticipatory repudiation, 2A-402, 2A-403

Applicability, 2A-603

Burden of establishing default by lessor after acceptance, **2A-516** 

Cancellation and effect thereof,

## 2A-505

Casualty to identified goods, **2A-221** Conflict of warranties, **2A-215** 

#### LEASES—Cont'd

- Consequential damages, default by lessor, **2A-520**
- Construction. Formation and construction, below
- Consumer leases, election of applicable law by parties, **2A-106**
- Course of performance or practical construction, 2A-207
- Cover, default by lessor, **2A-518**
- Creditors, special rights of, 2A-308
- Cumulation of warranties, 2A-215
- Cure by lessor of improper tender or delivery, **2A-513**
- Damages. Default, below
- Default
  - Generally, 2A-501 et seq.
  - Acceptance of goods, default by lessor, **2A-515 et seq.**
  - Burden of establishing default by lessor after acceptance, **2A-516**
  - Cancellation, termination, rescission or fraud and effect thereof, **2A-505**
  - Consequential damages, default by lessor, **2A-520**
  - Cover, default by lessor, **2A-518**
  - Cure by lessor of improper tender or delivery, **2A-513**
  - Damages
    - Liquidation of damages, **2A-504**Nonacceptance, failure to pay, repudiation or other default, **2A-528**
    - Nondelivery, repudiation, default and breach of warranty in regard to accepted goods, **2A-519**
  - Disposal of goods by lessor following default by lessee, 2A-527
  - Identification of goods to contract, default by lessee, **2A-524**
  - Improper delivery, rights of lessee including rightful rejection, 2A-509
  - Incidental damages, 2A-520, 2A-530

## LEASES—Cont'd

- Default—Cont'd
  - Insolvency of lessor, right of lessee to goods on, **2A-522**
  - Installment lease contracts, rejection and default, default by lessor, **2A-510**
  - Lessee, default by
    - Generally, 2A-523 et seq.
    - Damages for nonacceptance, failure to pay, repudiation or other default, **2A-528**
    - Disposal of goods by lessor, 2A-527
    - Identification of goods to contract, **2A-524**
    - Incidental damages, 2A-530
    - Possession of goods, right of lessor to, 2A-525
    - Rent, action for, 2A-529
    - Residual interest, right of lessor to, **2A-532**
    - Stoppage of delivery in transit or otherwise, **2A-526**
    - Third parties, standing to sue for injury to goods, **2A-531**
  - Lessor, default by
    - Generally, 2A-508 et seq.
    - Acceptance of goods, **2A-515 et seq.**
    - Burden of establishing default after acceptance, 2A-516
    - Cover, 2A-518
    - Cure of improper tender or delivery, **2A-513**
    - Damages for nondelivery, repudiation, default and breach of warranty in regard to accepted goods, 2A-519
    - Improper delivery, rights of lessee including rightful rejection, **2A-509**
    - Incidental and consequential damages, **2A-520**
    - Insolvency of lessor, right of lessee to goods on, 2A-522
    - Installment lease contracts, rejection and default, 2A-510

of supply contract, 2A-209

#### **LEASES—Cont'd** LEASES—Cont'd Default-Cont'd Default—Cont'd Lessor, default by-Cont'd Stoppage of delivery in transit or otherwise. default by lessee, Notice 2A-526 Claim or litigation to person answerable over, 2A-516 Substitute goods, default by lessor, 2A-518 Default, 2A-516 Third parties, standing to sue for Remedies of lessee, 2A-508 injury to goods following Replacement, cure of improper default by lessee, 2A-531 tender or delivery, **2A-513** Time and place, evidence of mar-Revocation of acceptance of ket rent, 2A-507 goods, 2A-517 Waiver of objections of lessee, Rightfully rejected goods, duties 2A-514 as to, 2A-511, 2A-512 Definitions, 1-203 [Rev], 2A-103 Specific performance or Delegation of performance, 2A-303 replevin, 2A-521 Disposal of goods by lessor following Substitute goods, 2A-518 default by lessee, 2A-527 Waiver of objections of lessee, Effective date, 2A-601 2A-514 Effect of lease contract, generally, Liquidation of damages, 2A-504 2A-301 et seq. Market rent, evidence of, 2A-507 Enforceability of lease contract, Modification or impairment of 2A-301 rights and remedies, 2A-503 Enforceability of Lease Contract, this Generally, 2A-502 Exclusion of warranties, 2A-214 Lessor, default by, above in this Excused performance, 2A-405, 2A-406 Possession of goods, right of lessor Express warranties, 2A-210 following default by lessee, Extrinsic evidence, 2A-202 2A-525 Final written expression, formation Procedure, 2A-501 and construction, 2A-202 Rent, action by lessor for, 2A-529 Finance leases Renunciation of claim or right Lessee as beneficiary of supply after, 2A-107 contract, 2A-209 Replacement, cure of improper Performance, 2A-407 tender or delivery, default by Firm offers, 2A-205 lessor, 2A-513 Fitness for particular purpose, Replevin or the like, 2A-507A, implied warranty, 2A-213 2A-521 Fixtures, rights of parties when goods Residual interest, right of lessor become, 2A-309 following default by lessee, Formation and construction Generally, 2A-201 et seq. Revocation of acceptance of goods, default by lessor, Casualty to identified goods, 2A-517 2A-221 Rightfully rejected goods, duties of Course of performance or practical lessor as to, **2A-511**, **2A-512** construction, 2A-207 Specific performance or the like, Final written expression, 2A-202 2A-507A, 2A-521 Finance lease, lessee as beneficiary

Statute of limitations, 2A-506

LEASES—Cont'd	LEASES—Cont'd
Formation and construction—Cont'd	Modification—Cont'd
Firm offers, 2A-205	Warranties, 2A-214
Formation, generally, 2A-204 et	Notice. Default, above
seq.	Offer and acceptance
Identification, 2A-217	Generally, <b>2A-206</b>
Insurance and proceeds, 2A-218	Firm offers, 2A-205
Modification, 2A-208	Other law, leases subject to, 2A-104
Offer and acceptance, 2A-206	Parol evidence, 2A-202
Parol or extrinsic evidence,	Performance
2A-202	Generally, <b>2A-401 et seq.</b>
Rescission, 2A-208	Adequate assurance of perfor-
Risk of loss, below	mance, <b>2A-401</b>
Seals, <b>2A-203</b>	Anticipatory repudiation, <b>2A-403</b>
Statute of frauds, 2A-201	Excused performance, <b>2A-405</b> ,
Waiver, <b>2A-208</b>	2A-406
Warranties, below	Finance leases, 2A-407
Fraud and effect thereof, <b>2A-505</b>	Insecurity, 2A-401
Identification, 2A-217, 2A-221,	Irrevocable promises, <b>2A-407</b>
2A-524	Procedure on excused perfor-
Implied warranties	mance, <b>2A-406</b>
Fitness for ordinary purpose, 2A-212	Retraction of anticipatory repudia-
	tion, <b>2A-403</b>
Fitness for particular purpose, 2A-213	Substituted performance, 2A-404
Incidental damages, default, <b>2A-520</b> ,	Possession of goods
2A-530	Generally, 2A-302
Index to definitions, definitions and,	Default by lessee, right of lessor
2A-103	following, 2A-525
Infringement	Practical construction or course of
Obligation of lessee against	performance, 2A-207
infringement, 2A-211	Priority of liens
Warranties, 2A-211	Attachment or levy on, security
Insecurity, 2A-401	interests in and other claims
Insolvency of lessor, right of lessee to	to goods, liens arising by, <b>2A-307</b>
goods on, 2A-522	Operation of law, liens arising by,
Installment lease contracts, rejection	2A-306
and default, default by lessor,	Procedure on excused performance,
2A-510	2A-406
Insurance and proceeds, 2A-218	Rent, action by lessor for, <b>2A-529</b>
Interference, warranties, 2A-211	Renunciation of claim or right after
Irrevocable promises, <b>2A-407</b>	default, <b>2A-107</b>
Liquidation of damages, 2A-504	Replacement, cure of improper tender
Market rent, evidence of, <b>2A-507</b>	or delivery, default by lessor,
Merchantability, implied warranty,	2A-513
2A-212	Replevin or the like, default,
Modification	2A-507A, 2A-521
Generally, 2A-208	Rescission and effect thereof,
Rights and remedies, 2A-503	2A-208, 2A-505

#### LEASES—Cont'd

Residual interest, right of lessor following default by lessee, 2A-532

Retraction of anticipatory repudiation, **2A-403** 

Revocation of acceptance of goods, default by lessor, **2A-517** 

Rightfully rejected goods, duties of lessor as to, 2A-511, 2A-512

Risk of loss

Generally, 2A-219

Default, effect of, 2A-220

Sale or sublease of goods by lessee, 2A-305

Savings clause, 2A-604

Scope, 2A-102

Seals. 2A-203

Secured Transactions, this index

Short title, 2A-101

Specific performance or the like, default, **2A-507A**, **2A-521** 

Statute of frauds, 2A-201

Statute of limitations, default,

2A-506

Stoppage of delivery in transit or otherwise, default by lessee, 2A-526

Sublease of goods by lessee, sale or, 2A-305

Subordination, 2A-311

Subsequent lease of goods by lessor, 2A-304

Substituted performance, **2A-404**Substitute goods, default by lessor, **2A-518** 

Termination and effect thereof, 2A-505

Territorial application to goods covered by certificates of title, **2A-105** 

Third parties

Standing to sue for injury to goods following default by lessee, **2A-531** 

Warranties, beneficiaries of, **2A-216** 

Time and place, evidence of market rent, **2A-507** 

Title to goods, 2A-302

## LEASES—Cont'd

Transfer of rights, 2A-303

Transitional provisions, generally, **2A-601 et seq.** 

Unconscionability, 2A-108

Waiver

Generally, 2A-208

Claim or right after default, **2A-107** 

Objections of lessee, 2A-514

Warranties

Generally, 2A-210 et seq.

Cumulation and conflict of warranties, 2A-215

Exclusion or modification of warranties, **2A-214** 

Express warranties, 2A-210

Fitness for particular purpose, implied warranty, **2A-213** 

Implied warranties, 2A-212, 2A-213

Interference and infringement, **2A-211** 

Merchantability, implied warranty, **2A-212** 

Modification, 2A-214

Third-party beneficiaries, 2A-216

## **LEGAL PROCESS**

Bank deposits and collections, payor banks, **4-303**, **4-303** [Rev]

## LETTER OF ADVICE

Negotiable instruments, international sight draft, **3-701** 

## LETTERS OF CREDIT

Generally, **5-101** [Rev] et seq., **5-101** et seq.

Advice of credit, **5-107** 

Advisers, 5-107 [Rev]

Amendment, 5-106 [Rev]

Anticipatory repudiation, remedy for, 5-115

Assignments, **5-114** [Rev], **5-116** 

Cancellation, 5-106 [Rev]

Choice of law and forum, **5-116** [Rev]

Confirmation, 5-107, 5-107 [Rev]

Consent to withholding of honor or rejection, **5-112** 

LETTERS OF CREDIT—Cont'd	LETTERS OF CREDIT—Cont'd
Consideration, <b>5-105</b> , <b>5-105</b> [Rev]	Time
Customer, obligation of issuer to,	Duration, 5-106 [Rev]
5-109	Establishment of credit, <b>5-106</b>
Definitions	Honor or rejection, <b>5-112</b>
Generally, <b>5-102</b> [Rev], <b>5-103</b>	Transfer of letter of credit
Notation credit, 5-108	Generally, <b>5-112</b> [Rev], <b>5-116</b>
Presenter, 5-112	Operation of law, 5-113 [Rev]
Duration, <b>5-106</b> [Rev]	Warranties on transfer and present-
Effect of establishment of credit,	ment, <b>5-111</b>
5-106	Warranties
Error in statement of terms, <b>5-107</b>	Generally, <b>5-110 [Rev]</b>
Exhaustion of credit, <b>5-108</b>	Transfer and presentment, <b>5-111</b>
Forgery, <b>5-109</b> [ <b>Rev</b> ]	LEVIES
Formal requirements, <b>5-104</b> , <b>5-104</b> [Rev]	Bulk transfers, 6-111
Fraud, <b>5-109</b> [Rev]	LIENS
Honor by issuer, duty and privilege,	Documents of Title, this index
5-114	Investment securities, issuer, 8-103,
Improper dishonor, remedy for, 5-115	8-209 [Rev]
Indemnities, 5-113	Leases and priority of liens Attachment or levy on, security
Insolvency of bank holding funds for	interests in and other claims
documentary credit, 5-117	to goods, liens arising by,
Issuers and issuance	2A-307
Generally, 5-106 [Rev]	Operation of law, liens arising by,
Rights and obligations, <b>5-108</b>	2A-306
[Rev]	LIMITATION OF ACTIONS
Security interest of, 5-118 [Rev]	Statute of Limitations, this index
Subrogation, 5-117 [Rev]	
Mistake in statement of terms, 5-107	LIQUIDATION OF DAMAGES
Nominated persons, <b>5-107</b> [ <b>Rev</b> ], <b>5-117</b> [ <b>Rev</b> ], <b>5-118</b> [ <b>Rev</b> ]	Leases, <b>2A-504</b>
Notation credit, 5-108	Sales, <b>2-718</b>
Portions, availability of credit in,	LIST OF COLLATERAL
5-110	Secured transactions, request for list,
Reimbursement right, <b>5-114</b>	9-208, 9-210 [Rev]
Remedies, <b>5-111 [Rev]</b>	LIST OF CREDITORS
Reservation of lien or claim by	Bulk transfers, 6-104
presenter, 5-110	
Sales, "letter of credit" delivery	LOCATION
term, <b>2-325</b>	Place or Location, this index
Scope, <b>5-102</b> , <b>5-103</b> [Rev]	LOST, DESTROYED OR STOLEN
Secured Transactions, this index	INSTRUMENTS
Short title, <b>5-101</b>	Documents of title, <b>7-601</b> , <b>7-601</b>
Signatures, <b>5-104</b>	[Rev]
Statute of limitations, <b>5-115</b> [Rev]	Investment securities, registration,
Subrogation of issuer, applicant and	8-405, 8-405 [Rev], 8-406 [Rev]
nominated person, 5-117 [Rev]	Negotiable Instruments, this index

#### **MAKERS**

Negotiable instruments, contract of maker, **3-413** 

### MARKET PRICE

Sales, evidence, 2-723

#### MARKET QUOTATIONS

Sales, 2-724

#### MARKET RENT

Leases, evidence, 2A-507

#### **MERCHANTABILITY**

Leases, implied warranty, **2A-212** Sales, implied warranty, **2-314** 

### MISSING INDORSEMENTS

Bank deposits and collections, depositary and collecting banks, **4-205** 

## MISSING INSTRUMENTS

Lost, Destroyed or Missing Instruments, this index

#### MISTAKE

Letters of credit, statement of terms, 5-107

Negotiable instruments, payment or acceptance, **3-418** [Rev]

## **MODIFICATION**

Alteration or Modification, this index

#### MONEY

Negotiable instruments, **3-107** Sales, payment of price in money, **2-304** 

Secured Transactions, this index

### **MORTGAGES**

Secured transactions, financing statements, 9-402, 9-502 [Rev]

## **NEGATIVE IMPLICATION**

Documents of title, construction, 7-105

## **NEGLIGENCE**

Negotiable instruments, contribution to alteration or unauthorized signature, **3-406**, **3-406** [Rev]

## NEGOTIABLE INSTRUMENTS

Generally, **3-101**, **3-101** [Rev] et seq.

UCC Index-26

## NEGOTIABLE INSTRUMENTS —Cont'd

Acceptance

Generally, 3-409 [Rev] et seq.

Certified checks, 3-409 [Rev]

Contract of acceptor, 3-413

Definition and operation, 3-410

Draft varied by acceptance, 3-412

Finality, 3-418

Mistake, acceptance by, 3-418

[Rev]

Obligation of acceptor, **3-413** 

[Rev]

Variation of draft by acceptance, 3-410 [Rev]

Accommodation

Contract of accommodation party, 3-415

Instruments signed for accommodation, **3-419** [Rev]

Accord and satisfaction by use of

instrument, **3-311** [Rev] Accrual of cause of action, **3-122** 

Alterations, **3-407**, **3-407** [Rev]

Ambiguous capacity, signatures, 3-402

Ambiguous terms, 3-118

Anomalous indorsement, 3-205

[Rev]

Antedating, **3-114** 

Assignment, draft as, 3-409

Authorized representative, signatures, 3-403

Bearer

Instruments not payable to bearer, 3-805

Instruments payable to bearer, **3-109** [Rev]

Blank indorsements, 3-204, 3-205 [Rev]

Burden of establishing signatures, defenses and due course, **3-307** 

Cancellation, discharge and payment, 3-604 [Rev], 3-605

Cashier's checks, teller's checks and certified checks

Generally, 3-411

Acceptance, 3-409 [Rev]

Lost, destroyed or stolen instruments, **3-312** [Rev]

NEGOTIABLE INSTRUMENTS —Cont'd	NEGOTIABLE INSTRUMENTS —Cont'd
Cashier's checks, teller's checks and certified checks—Cont'd Obligation of issuer, <b>3-412</b> [Rev]	Discharge and payment—Cont'd Payment, generally, <b>3-602</b> [Rev], <b>3-603</b> , <b>3-604</b>
Refusal to pay, <b>3-411</b> [Rev] Certified checks. Cashier's checks,	Place of payment, <b>3-111 [Rev]</b> Satisfaction, <b>3-603</b> , <b>3-604</b>
teller's checks and certified	Secondary obligors, 3-605 [Rev]
checks, above Claims to instruments, <b>3-306 [Rev]</b>	Tender of payment, <b>3-603</b> [Rev], <b>3-604</b>
Consideration, 3-303 [Rev], 3-408	Dishonor
Construction and interpretation, 3-118, 3-119	Generally, <b>3-501</b> [ <b>Rev</b> ] et seq. Evidence of dishonor, <b>3-505</b> [ <b>Rev</b> ]
Contradictory terms, <b>3-114</b> [Rev]	Excused presentment and notice of
Contribution, <b>3-116</b> [Rev]	dishonor, 3-504 [Rev]
Conversion of instrument, <b>3-419</b> ,	Presentment, 3-501 [Rev]
<b>3-420 [Rev]</b> Definite time, <b>3-108 [Rev]</b> , <b>3-109</b>	Presentment, notice of dishonor and protest, below
Definitions and index of definitions	Draft varied by acceptance, 3-412
Generally, <b>3-102</b> , <b>3-103</b> [Rev] Acceptance, <b>3-410</b>	Drawer, contract or obligation of, 3-413, 3-414 [Rev]
Certificate of deposit, <b>3-104</b>	Effective instrument on obligation for
Check, 3-104	which taken, 3-310 [Rev], 3-802
Draft, <b>3-104</b>	Employer responsibility for fraudu- lent indorsement by employee,
Negotiable instrument, <b>3-104</b> [Rev]	3-405 [Rev]
Notice, 3-104	Enforcement of instruments, gener-
Demand, payable on, <b>3-108</b> [Rev]	ally, 3-301 [Rev] et seq.
Destroyed instruments. Lost,	Evidence
destroyed or stolen instruments, below	Dishonor, <b>3-505</b> [ <b>Rev</b> ], <b>3-510</b> Signatures and status as holder in
Discharge and payment	due course, 3-308 [Rev]
Generally, 3-601 [Rev] et seq., 3-601 et seq.	Excused presentment and notice of dishonor, <b>3-504</b> [Rev], <b>3-511</b>
Cancellation or renunciation, 3-604 [Rev], 3-605	Finality of payment or acceptance, 3-418
Effective discharge, 3-601 [Rev]	Foreign money, instrument payable
Foreign money, instrument payable in, <b>3-107</b> [Rev]	in, <b>3-107 [Rev]</b> Form of negotiable instruments,
Holder in due course, effect	3-104
against, <b>3-602</b>	Guarantor, contract of, 3-416
Identification of person to whom instrument is payable, <b>3-110</b> [Rev]	Holder in due course Generally, 3-302, 3-302 [Rev], 3-305
Impairment of recourse or of collateral, <b>3-606</b>	Discharge and payment, <b>3-602</b> Evidence of signatures and status
Payable on demand or at definite time, <b>3-108 [Rev</b> ]	as holder in due course, <b>3-308</b> [Rev]
Payable to bearer or to order, 3-109 [Rev]	Holders, rights of Generally, <b>3-301 et seq.</b>

#### NEGOTIABLE INSTRUMENTS NEGOTIABLE INSTRUMENTS -Cont'd —Cont'd Negotiation, transfer and indorsement Holders, rights of-Cont'd Burden of establishing signatures, —Cont'd defenses and due course, Blank indorsements, 3-204, 3-205 3-307 [Rev] Holder not in due course, 3-306 Indorsement, generally, 3-204 Notice to purchaser, 3-304 [Rev] Negotiation, generally, 3-201 Value, taking for, 3-303 [Rev], 3-202 Identification of person to whom Reacquisition, 3-207 [Rev], 3-208 instrument is payable, 3-110 Rescission, negotiation subject to, [Rev] 3-202 [Rev], 3-207 Impairment of recourse or of collateral, 3-606 Restrictive indorsements, 3-205, Imposters. Signatures, below 3-206, 3-206 [Rev] Incomplete instruments, 3-115, 3-115 Right to indorsement, 3-201 [Rev] Special indorsements, 3-204, 3-205 Indorsement. Negotiation, transfer [Rev] and indorsement, below Transfer, generally, 3-203 [Rev] Indorser, contract or obligation of, Transfer warranties, **3-416** [Rev] 3-414, 3-415 [Rev] Wrong or misspelled name, 3-203 Innocent representative, 3-419 Notice Interest, 3-112 [Rev] Dishonor. Presentment, notice of Issue of instrument, 3-105 [Rev] dishonor and protest, below Issuer, obligation of, 3-412 [Rev] Fiduciary duty, breach of, 3-307 Joint and several liability, 3-116 [Rev] [Rev] Holders, rights of, 3-304 Letter of advice of international sight Right to defend action, 3-119 draft, 3-701 [Rev] Liability of parties, generally, **3-401** Third parties, 3-803 [Rev] et seq., 3-401 et seq. Noting for protest, 3-509 Lost, destroyed or stolen instruments Omissions not affecting negotiability, Generally, 3-309 [Rev], 3-804 3-112 Cashier's checks, teller's checks Order and certified checks, 3-312 Instrument not payable to order, [Rev] 3-805 Maker, contract of, 3-413 Instrument payable to order, **3-109** Misspelled name, negotiation, [Rev] transfer and indorsement, 3-203 Order of liability, 3-414 Mistake, payment or acceptance by, Other writings or agreements affect-3-418 [Rev] ing instrument, 3-117 [Rev], 3-119 Money, 3-107 Overdue instrument, 3-304 [Rev] Negligence contributing to alteration Payable at bank, 3-121 or unauthorized signature, 3-406, 3-406 [Rev] Payable on demand, 3-108 "Payable through" bank, 3-120 Negotiation, transfer and indorsement Payable to bearer, 3-111 Generally, 3-201 [Rev] et seq., 3-201 et seq. Payable to order, **3-110** Anomalous indorsement, 3-205 Payment. Discharge and payment, [Rev] above

NEGOTIABLE INSTRUMENTS —Cont'd	NEGOTIABLE INSTRUMENTS —Cont'd
Persons entitled to enforce instrument, <b>3-301</b> [Rev]	Restrictive indorsements, 3-205, 3-206, 3-206 [Rev]
Place of payment, <b>3-111 [Rev]</b> Postdating, <b>3-114</b>	Satisfaction, discharge and payment, <b>3-603</b> , <b>3-604</b>
Presentment, notice of dishonor and protest	Scope of article, <b>3-103</b> Seal, <b>3-113</b>
Generally, 3-501 [Rev], 3-501 et seq.	Secondary obligors, discharge and payment, <b>3-605</b> [Rev]
Dishonor, generally, <b>3-507 et seq.</b> Evidence of dishonor, <b>3-510</b>	Set, drafts in, <b>3-801</b> Short title, <b>3-101</b> , <b>3-101</b> [Rev]
Method of making presentment, 3-504	Signatures Generally, <b>3-401 [Rev] et seq.</b> ,
Notice of dishonor, 3-503 [Rev], 3-504 [Rev], 3-508, 3-510	3-401 et seq. Accommodation, instruments
Noting for protest, 3-509	signed for, 3-419 [Rev] Ambiguous capacity, 3-402
Party to whom presentment is made, rights of, 3-505	Authorized representative, 3-403
Permissibility, <b>3-501</b> Presentment warranties, <b>3-417</b>	Imposters Fictitious payees, <b>3-404</b> [Rev]
[Rev] Protest, generally, 3-509	Signature in name of payee, 3-405
Recourse right of holder on dishonor, <b>3-507</b>	Negligence contributing to alteration or unauthorized
Re-presentment, term allowing, <b>3-507</b>	signature, <b>3-406</b> Representatives, <b>3-402</b> [Rev]
Time Acceptance or payment, <b>3-506</b>	Unauthorized signatures, 3-403 [Rev], 3-404
Presentment, <b>3-503</b> Unexcused delay; discharge, <b>3-502</b>	Special indorsements, 3-204, 3-205 [Rev]
Waived or excused presentment, protest or notice of dishonor	Statute of limitations, <b>3-118</b> [ <b>Rev</b> ] Stolen instruments. Lost, destroyed
or delay therein, <b>3-511</b> Protest. Presentment, notice of dis-	or stolen instruments, above Subject matter, <b>3-102</b> [Rev]
honor and protest, above	Sum certain, <b>3-106</b> Teller's checks. Cashier's checks,
Reacquisition, 3-207 [Rev], 3-208 Recoupment, defenses and claims in, 3-305 [Rev]	teller's checks and certified checks, above
Recourse right of holder on dishonor, 3-507	Tender of payment, <b>3-603</b> [ <b>Rev</b> ], <b>3-604</b>
Renunciation, discharge and payment, <b>3-604</b> [Rev], <b>3-605</b>	Terms not affecting negotiability, 3-112
Representatives, signatures, <b>3-402</b> [Rev]	Time and date Generally, <b>3-114</b>
Re-presentment, term allowing, <b>3-507</b>	Date of instrument, 3-113 [Rev] Definite time, 3-108 [Rev], 3-109
Rescission, negotiation subject to, 3-202 [Rev], 3-207	Presentment, notice of dishonor and protest, above

## NEGOTIABLE INSTRUMENTS —Cont'd

Transfer. Negotiation, transfer and indorsement, above

Two or more persons, instruments payable to, **3-116** 

Unaccepted drafts, liability of drawee, **3-408** [Rev]

Unauthorized signatures, 3-403 [Rev], 3-404

Unconditional promise or order, 3-105, 3-106 [Rev]

Value, 3-303, 3-303 [Rev]

Variation of draft by acceptance, 3-410 [Rev]

Waived presentment, protest or notice of dishonor or delay therein, 3-511

Warranties

Presentment warranties, 3-417, 3-417 [Rev]

Transfer warranties, 3-416 [Rev], 3-417

Words of description, instruments payable with, **3-117** 

Wrong name, negotiation, transfer and indorsement, **3-203** 

### NEGOTIATION

Documents of Title, this index Negotiable Instruments, this index

## "NET LANDED WEIGHTS"

Sales, CIF and C&F terms, 2-321

"NO ARRIVAL, NO SALE" TERM Sales, delivery, 2-324

#### NOMINATED PERSONS

Letters of credit, 5-107 [Rev], 5-117 [Rev], 5-118 [Rev]

#### NOTATION CREDIT

Letters of credit, 5-108

## NOTICE

Bank deposits and collections, payor banks, **4-303**, **4-303** [Rev]

Bulk transfers, 6-105, 6-105 [Rev], 6-107

Definition, 1-202 [Rev]

Investment Securities, this index Negotiable Instruments, this index

## NOTICE—Cont'd

Sales, this index

Secured Transactions, this index

#### **OBJECTIONS**

Funds transfers, preclusion of objection to debit of customer's account, **4A-505** 

## OFFER AND ACCEPTANCE

Leases

Generally, **2A-206** Firm offers, **2A-205** 

Sales, this index

## **OMISSIONS**

Negotiable instruments, effect on negotiability, 3-112

Warehouse receipts, 7-202 [Rev]

## "ON ARRIVAL" DRAFTS

Bank deposits and collections, presentment, **4-502**, **4-502** [Rev]

## **OPEN PRICE TERM**

Sales, 2-305

### **ORDER**

Negotiable Instruments, this index

## OUTPUT AND REQUIREMENTS DEALINGS

Sales, 2-306

## **OVERDUE INSTRUMENTS**

Negotiable instruments, 3-304 [Rev]

## **OVERISSUE**

Documents of title, **7-402**, **7-402** [Rev]

Investment securities, **8-104**, **8-210** [Rev]

## **OVERSEAS SHIPMENT**

Sales, form of bill of lading required, 2-323

## PAROL EVIDENCE

Leases, **2A-202** Sales, **2-202** 

## "PAY ANY BANK" INDORSEMENT

Bank deposits and collections, depositary and collecting banks,

UCC Index-30

# "PAY ANY BANK" INDORSEMENT—Cont'd 4-201, 4-201 [Rev]

#### **PAYMENTS**

Funds Transfers, this index
Investment securities, securities
intermediaries, 8-505 [Rev]

Negotiable Instruments, this index Sales, this index

Secured transactions, purchase money security interest, 9-103 [Rev]

### **PAYOR BANKS**

Bank Deposits and Collections, this index

#### PERFECTION

Investment securities, security interests, **8-321** 

Secured Transactions, this index

#### PERFORMANCE

Leases, this index Sales, this index

## PLACE OR LOCATION

Leases, evidence of market rent, 2A-507

Negotiable instruments, payment, 3-111 [Rev]

Sales, evidence of market price, 2-723

Secured transactions, filing, 9-401

## **PLEDGES**

Investment Securities, this index

### PLURAL AND SINGULAR

Construction and interpretation, 1-106 [Rev]

## **POSSESSION**

Leases

Generally, 2A-302

Default by lessee, right of lessor following, **2A-525** 

Secured Transactions, this index

#### **POSTDATING**

Negotiable instruments, 3-114

## PRACTICAL CONSTRUCTION

Leases, **2A-207** Sales, **2-208** 

#### **PREFERENCE**

Bank deposits and collections, depositary and collecting banks, 4-214, 4-216 [Rev]

#### **PRESENTMENT**

Negotiable Instruments, this index

#### PRESENTMENT WARRANTIES

Bank deposits and collections, depositary and collecting banks, 4-207, 4-208 [Rev]

Investment securities, certificated securities, **8-306** 

## PRESERVATION OF EVIDENCE

Sales, goods in dispute, 2-515

#### **PRESUMPTIONS**

Bank deposits and collections, agency status and provisional status of credits, depositary and collecting banks, **4-201** 

Construction and interpretation, 1-206 [Rev]

Investment securities, 8-105

Transition provisions, presumption that rule of law continues unchanged, 11-108 [Rev]

#### **PRICE**

Investment securities, action for price, **8-107**Sales, this index

#### PRIMA FACIE EVIDENCE

Construction and interpretation, third-party documents, **1-202**, **1-307** [Rev]

## PRINCIPAL AND AGENT

Bank deposits and collections, status of collecting bank as agent, 4-201 [Rev]

## **PRIORITIES**

Investment securities, priority among security interests and entitlement holders, **8-511** [Rev]

## PRIORITIES—Cont'd

Leases and priority of liens
Attachment or levy on, security
interests in and other claims
to goods, liens arising by,
2A-307

Operation of law, liens arising by, **2A-306** 

Secured Transactions, this index Transition provisions, **11-107** 

## **PROCEEDS**

Bulk transfers, **6-106**Secured Transactions, this index

### PROCESSED GOODS

Secured Transactions, this index

#### **PROTEST**

Negotiable Instruments, this index

## PROVISIONAL DEBTS AND CREDITS

Bank deposits and collections, depositary and collecting banks, 4-201 [Rev], 4-213, 4-215 [Rev]

## **PUBLIC POLICY**

Secured transactions, 9-102

## PURCHASE MONEY SECURITY INTERESTS

Secured Transactions, this index

### **PURPOSES**

Generally, 1-102

#### REALTY

Sales, this index

## REASONABLE TIME

Construction and interpretation, 1-204

Definitions, 1-204, 1-205 [Rev]

## RECONSIGNMENT

Bills of lading, 7-303, 7-303 [Rev]

#### RECORDING

Sales, severance of goods from realty, **2-107** 

## RECOUPMENT

Negotiable instruments, defenses and claims, **3-305** [Rev]

UCC Index-32

#### RECOURSE

Negotiable instruments, right of holder on dishonor, **3-507** 

#### REDEMPTION OF COLLATERAL

Secured transactions, 9-506, 9-623 [Rev]

### REFEREES

Bank deposits and collections, documentary drafts, **4-503**, **4-503** [Rev]

#### **REFUNDS**

Bank deposits and collections, depositary and collecting banks, 4-212, 4-214 [Rev]

#### REGISTRATION

Investment Securities, this index

#### REIMBURSEMENT

Letters of credit, 5-114

## REJECTION

Funds transfers, payment order, 4A-210
Sales, this index

## RELEASE

Investment securities, right of purchaser to requisites for registration of transfer, pledge or release on books, 8-307 [Rev], 8-316

Secured transactions, filing, 9-406

#### **REMEDIES**

Liberal administration of; construction and interpretation, 1-106, 1-305 [Rev]

## REMOVAL OF COLLATERAL

Secured transactions, filing, 9-401

#### **RENT**

Leases, action by lessor for rent, **2A-529** 

## RENUNCIATION

Claim or right, renunciation after breach, 1-107, 1-306 [Rev] Leases, default, 2A-107

## RENUNCIATION—Cont'd

Negotiable instruments, discharge and payment, 3-604 [Rev], 3-605

### REPEALS

Generally, 10-102 [Rev] et seq. General repealer, 10-103 [Rev] Investment securities, 8-602 [Rev] Specific repealer, 10-102 [Rev] Unrepealed laws, 10-104 [Rev]

#### REPLACEMENT

Leases, cure of improper tender or delivery, default by lessor, 2A-513

Sales, replacement following improper tender or delivery, 2-508

#### **REPLEVIN**

Leases, default, **2A-507A**, **2A-521** Sales, **2-716** 

#### **REPORTS**

Bank deposits and collections, reasons for dishonor, documentary drafts, **4-503**, **4-503** [Rev]

Funds transfers, erroneous execution of payment order by receiving bank, **4A-304** 

#### REPRESENTATIVES

Negotiable instruments, signatures, 3-402 [Rev]

#### REPUDIATION

Anticipatory Repudiation, this index Sales, this index

# REQUIREMENTS AND OUTPUT DEALINGS

Sales, 2-306

## RESALE BY SELLER

Sales, 2-706

#### RESCISSION

Leases, 2A-208, 2A-505 Negotiable instruments, 3-202 [Rev], 3-207 Sales, 2-209, 2-720

## RESERVATION OF RIGHTS

Construction and interpretation, performance or acceptance, 1-207, 1-308 [Rev]
Sales, shipment under reservation,

## 2-310, 2-505

Leases, right of lessor following default by lessee, **2A-532** 

#### **RESTRAINING ORDERS**

RESIDUAL INTEREST

Funds transfers, 4A-503

#### RESTRICTIVE INDORSEMENTS

Negotiable instruments, **3-205**, **3-206**, **3-206** [Rev]

#### RETENTION WARRANTIES

Bank deposits and collections, depositary and collecting banks, **4-209** [Rev]

#### RETRACTION

Leases, anticipatory repudiation, 2A-403

Sales, anticipatory repudiation, **2-611** 

## **RETURN ITEMS**

Bank deposits and collections, depositary and collecting banks, **4-214** [Rev]

## REVOCATION

Leases, acceptance of goods, default by lessor, **2A-517** 

#### RISK OF LOSS

Leases

Generally, **2A-219**Default, effect of, **2A-220**Sales, this index

## RULES OF CONSTRUCTION

Generally, 1-102

#### "SAID TO CONTAIN"

Bills of lading, 7-301, 7-301 [Rev]

## **SALES**

Generally, **2-101 et seq.**Acceptance of goods
Generally, **2-606, 2-608**Burden of establishing breach after acceptance, **2-607** 

#### SALES—Cont'd SALES—Cont'd Acceptance of goods-Cont'd Conflict of warranties, 2-317 Effect of acceptance, 2-607 Consent to sale. Sale on approval and sale or return, below Breach, 2-607 Consequential damages, 2-710, 2-715 Claim or litigation, notice to Construction of contract, generally, 2-301 et seq. person answerable over, 2-607 Contractual modification or limitation Revocation of acceptance, 2-608 of remedy, **2-719** Additional terms in acceptance or Cooperation respecting performance, confirmation, 2-207 2-311 Course of performance or practical Allocation of risks, 2-303 construction, 2-208 Anticipatory repudiation, 2-610, Cover by buyer, 2-712 2-611 Approval, sale on. Sale on approval Creditors of seller, rights against sold goods, 2-402 and sale or return, below Cumulation of warranties, 2-317 Assignment of rights, **2-210** Cure of improper tender or delivery, Assurance of performance, **2-609** 2-508 Auctions, 2-328 **Damages** Breach, repudiation and excuse Generally, 2-708 et seq. Generally, 2-601 et seq. Accepted goods, breach in regard Acceptance of goods, above to, 2-714 Anticipatory repudiation, 2-610, Buyer's damages, generally, **2-713** 2-611 et seq. Assurance of performance, 2-609 Deduction of damages from price, Casualty to identified goods, **2-613** 2-717 Delivery, rights of buyer on Incidental and consequential damimproper, **2-601** ages, 2-710, 2-715 Failure of presupposed conditions Liquidation or limitation of dam-Generally, 2-615 ages; deposits, 2-718 Procedure on notice claiming Nonacceptance or repudiation, excuse. 2-616 2-708 Installment contracts, 2-612 Nondelivery or repudiation, 2-713 Rejection of goods, below Price, actions for, 2-709 Retraction of anticipatory repudia-Seller's damages, 2-708 et seq. tion, 2-611 Deduction of damages from price, Substituted performance, 2-614 Waiver of objections of buyer by Definitions and index of definitions failure to particularize, 2-605 Generally, 2-103 et seq. Burden of establishing breach after Agreement, 2-106 acceptance, 2-607 Cancellation, 2-106 Cancellation, effect on claims for Commercial unit, 2-105 antecedent breach, 2-720 Conforming to contract, 2-106 Casualty to identified goods, **2-613** Check, payment by, 2-511 Contract, **2-106** CIF and C&F terms. Delivery, below Contract for sale, 2-106 Collateral contracts, breach of, 2-701 Entrusting, 2-403 Conditional delivery, 2-507 Financing agency, 2-104 "Confirmed credit," delivery, 2-325 Future goods, 2-105

SALES—Cont'd	SALES—Cont'd
Definitions and index of definitions	"Ex ship" delivery, <b>2-322</b>
—Cont'd	Extrinsic evidence, 2-202
Lot, <b>2-105</b>	Failure of presupposed conditions.
Merchant, <b>2-104</b>	Breach, repudiation and excuse,
Between merchants, <b>2-104</b>	above
Person in the position of a seller,	Final written expression, 2-202
2-707	Financing agency, rights of, <b>2-506</b>
Present sale, 2-106	Firm offers, 2-205
Sale, <b>2-106</b>	Fitness for particular purpose,
Termination, <b>2-106</b>	implied warranty, 2-315
Transferability, <b>2-105</b>	FOB and FAS terms, 2-319
Delegation of performance, 2-210	Form and formation of sales
Delivery	Generally, 2-201 et seq.
Generally, 2-319 et seq.	Additional terms in acceptance or
Absence of specified place, 2-308	confirmation, 2-207
CIF and C&F terms	Assignment of rights, <b>2-210</b>
Generally, 2-320	Course of performance or practical
"Net landed weights" or "pay-	construction, 2-208
ment on arrival," <b>2-321</b> Warranty of condition on arrival,	Delegation of performance, <b>2-210</b>
2-321	Final written expression, <b>2-202</b>
"Confirmed credit," 2-325	Firm offers, <b>2-205</b>
Documents deliverable on accep-	Formal requirements, 2-201
tance or on payment, <b>2-514</b>	Formation, generally, <b>2-204 et seq.</b>
"Ex ship" delivery, <b>2-322</b>	Modification, rescission and
FOB and FAS terms, 2-319	waiver, <b>2-209</b>
"Letter of credit" term, 2-325	Offer and acceptance
"Net landed weights" or "payment	Generally, 2-206
on arrival," CIF and C&F	Additional terms in acceptance or confirmation, <b>2-207</b>
terms, <b>2-321</b>	Parol or extrinsic evidence, 2-202
"No arrival, no sale" term, 2-324	Seals, <b>2-203</b>
Overseas shipment, form of bill of	Statute of frauds, 2-201
lading required, 2-323	Fraud, remedies, <b>2-721</b>
Rights of buyer on improper	General obligations of parties, <b>2-301</b>
delivery, <b>2-601</b>	Good faith purchase of goods, <b>2-403</b>
Single lot or several lots, <b>2-307</b>	
Tender of delivery, below	Goods, payment of price in, 2-304
Warranty of condition on arrival,	Identification of goods, 2-501, 2-704
CIF and C&F terms, 2-321	Implied warranties, <b>2-314</b> , <b>2-315</b> Incidental damages, <b>2-710</b> , <b>2-715</b>
Division of risks, <b>2-303</b> Excluded transactions, <b>2-102</b>	
	Infringement
Exclusion of warranties, 2-316 Exclusive dealings, 2-306	Buyer's obligation against infringement, <b>2-312</b>
Exclusive dealings, 2-306 Excuse Breach, repudiction and	Warranties, 2-312
Excuse. Breach, repudiation and excuse, above	Insolvency of buyer, remedies of
Express warranties by affirmation,	seller on discovery of, <b>2-702</b>
promise, description or sample,	Insolvency of seller, right of buyer to
<b>2-313</b>	goods on, 2-502

SALES—Cont'd	SALES—Cont'd
Inspection of goods	Payment—Cont'd
Payment prior to inspection, 2-512	Money, goods, realty or otherwise,
Right to inspection, <b>2-513</b>	price in, <b>2-304</b>
Installment contracts, breach,	Tender of payment, below
repudiation and excuse, 2-612	Performance
Insurable interest in goods, <b>2-501</b>	Generally, <b>2-501 et seq.</b>
"Letter of credit" term, delivery, 2-325	Delivery, above
	Financing agency, rights of, 2-506
Limitation of damages, <b>2-718</b> Liquidation of damages, <b>2-718</b>	Identification of goods, <b>2-501</b>
Market price, evidence of, 2-723	Insolvency of seller, right of buyer to goods on, 2-502
Market quotations, admissibility of,	Inspection of goods, above
2-724	Insurable interest in goods, <b>2-501</b>
Merchantability, implied warranty,	Preservation of evidence of goods
2-314	in dispute, 2-515
Modification	Reservation, shipment under,
Generally, 2-209	2-310, 2-505
Warranties, 2-316	Risk of loss
Money, payment of price in, 2-304	Absence of breach, <b>2-509</b>
"Net landed weights," CIF and C&F	Effect of breach, 2-510
terms, <b>2-321</b>	Shipment by seller
"No arrival, no sale" term, delivery,	Generally, <b>2-504</b>
2-324 Nation	Reservation, shipment under,
Notice	2-310, 2-505
Acceptance of goods Breach, <b>2-607</b>	Tender of payment, below "Person in the position of a seller,"
Claim or litigation, notice to	remedies, 2-707
person answerable over,	Place, evidence of market price,
2-607	2-723
Acceptance of goods, above	Practical construction or course of
Termination, 2-309	performance, 2-208
Offer and acceptance. Form and	Preservation of evidence of goods in
formation of sales, above	dispute, <b>2-515</b>
Open price term, <b>2-305</b>	Presupposed conditions, failure of.
Open time for payment or running of credit, <b>2-310</b>	Breach, repudiation and excuse, above
Options respecting performance,	Price
2-311	Actions for price, <b>2-709</b>
Output and requirements dealings, <b>2-306</b>	Deduction of damages from price, <b>2-717</b>
Overseas shipment, form of bill of	Open price term, <b>2-305</b>
lading required, 2-323	Payment of price in money, goods,
Parol evidence, <b>2-202</b>	realty or otherwise, 2-304
Payment	Realty
CIF and C&F terms, "payment on	Payment of price in realty, 2-304
arrival," <b>2-321</b>	Severance of goods from realty,
Inspection, payment prior to, 2-512	2-107

#### SALES—Cont'd SALES—Cont'd Recording, severance of goods from Remedies—Cont'd realty, 2-107 Time and place, evidence of mar-Rejection of goods ket price, **2-723** Replacement following improper Manner and effect of rightful rejection, 2-602 tender or delivery, **2-508** Merchant buyer's duties as to Replevin, **2-716** rightfully rejected goods, Repudiation. Breach, repudiation and 2-603 excuse, above Salvage of rightfully rejected Requirements and output dealings, goods by buyer, 2-604 2-306 Resale by seller, 2-706 Generally, 2-701 et seq. Rescission, 2-209, 2-720 Buyer's remedies, 2-711 et seq. Reservation, shipment under, 2-310, Cancellation or rescission, effect 2-505 on claims for antecedent Retraction of anticipatory repudiabreach, 2-720 tion, 2-611 Collateral contracts, breach of, Risk of loss. Performance, above 2-701 Sale on approval and sale or return Contractual modification or limita-Rights of creditors, 2-326 tion of remedy, 2-719 Special incidents, 2-327 Cover by buyer, 2-712 Salvage of goods, **2-604**, **2-704** Damages, above Scope, 2-102 Fraud. 2-721 Seals, **2-203** Identification of goods to contract Security interest of buyer in rejected by seller notwithstanding goods, 2-711 breach, 2-704 Several lots, delivery in, **2-307** Insolvency of buyer, remedies of Severance of goods from realty, seller on discovery of, 2-702 2-107 Market price, evidence of, 2-723 Shipment by seller. Performance, Market quotations, admissibility above of, 2-724 Short title, 2-101 "Person in the position of a Single lot, delivery in, **2-307** seller," 2-707 Specific performance, 2-716 Resale by seller, 2-706 Statute of frauds, 2-201 Salvage of unfinished goods by Statute of limitations, 2-725 seller, 2-704 Stoppage of delivery in transit or Security interest of buyer in otherwise, 2-705 rejected goods, 2-711 Substituted performance, 2-614 Seller's remedies, generally, 2-702 Substitute goods, procurement by et seq. buyer, **2-712** Specific performance or replevin, Tender of delivery 2-716 Generally, 2-503 Statute of limitations, 2-725 Conditional delivery, 2-507 Stoppage of delivery in transit or Cure of improper tender or otherwise, 2-705 delivery, 2-508 Substitute goods, procurement by buyer, **2-712** Effect of tender, 2-507 Third parties, persons who can sue Replacement following improper for injury to goods, 2-722 tender or delivery, **2-508**

# SALES-Cont'd

Tender of payment

Generally, 2-511

Check, payment by, 2-511

Third parties

Persons who can sue for injury to goods, 2-722

Warranties, beneficiaries, **2-318** 

Time

Absence of specific time provisions, **2-309** 

of credit, **2-310** 

Market price, evidence of, **2-723** Open time for payment or running

Title

Passing and reservation for security, **2-401** 

Warranties, 2-312

Transfer, power of, 2-403

Unconscionable contracts or clauses, 2-302

Waiver

Generally, 2-209

Objections of buyer, waiver by failure to particularize, **2-605** 

Warranties

Generally, 2-312 et seq.

CIF and C&F terms, condition on arrival, **2-321** 

Cumulation and conflict of warranties, **2-317** 

Exclusion or modification of warranties, **2-316** 

Express warranties by affirmation, promise, description or sample, **2-313** 

Fitness for particular purpose, implied warranty, **2-315** 

Implied warranties, 2-314, 2-315

Merchantability, implied warranty, **2-314** 

Third-party beneficiaries, **2-318** Title and infringement, **2-312** 

# SALVAGE OF GOODS

Sales, 2-604, 2-704

#### **SATISFACTION**

Negotiable instruments, discharge and payment, **3-603**, **3-604** 

#### SAVINGS CLAUSE

Investment securities, 8-603 [Rev]

Leases, 2A-604

Secured transactions, 9-702 [Rev], 9-802 [Rev]

#### **SCHEDULES**

Bulk Transfers, this index

# **SCOPE**

Generally, 1-102 [Rev]

#### **SEALS**

Leases, 2A-203

Negotiable instruments, **3-113** Sales, **2-203** 

#### SEASONABLE ACTIONS

Bank deposits and collections, depositary and collecting banks, **4-202** Definition, **1-204**, **1-205** [Rev]

#### SECONDARY OBLIGORS

Negotiable instruments, discharge and payment, **3-605** [Rev] Secured transactions, rights and

duties, **9-618** [**Rev**], **9-627** [**Rev**]

# SECURED TRANSACTIONS

Generally, **9-101** [Rev] et seq., **9-101** et seq.

Acceptance of collateral in satisfaction of obligation. Default, below

Accessions

Perfection and priority, **9-335** [Rev]

Third parties, rights of, 9-314

Accounting

Request for accounting, **9-210** [Rev]

Use or disposition of collateral without accounting, **9-205** 

After-acquired property

Antecedent debt, security for, 9-108

Effectiveness and attachment of security agreement, 9-204
[Rev]

Security agreements and rights of parties thereto, **9-204** 

UCC Index-38

#### SECURED TRANSACTIONS SECURED TRANSACTIONS -Cont'd —Cont'd Agricultural liens Collateral not owned by debtor, 9-112 Perfection and priority, 9-302 Collection and enforcement by [Rev] secured party, default, 9-502, Time of default, 9-606 [Rev] 9-607 [Rev] Alienability of debtor's rights, 9-311, Commercial reasonableness of conduct, default, 9-627 [Rev] 9-401 [Rev] Amendments to financing statements Commingled or processed goods Generally, 9-402, 9-512 [Rev] Perfection and priority, 9-336 Pre-effective-date financing state-[Rev] ments, 9-707 [Rev], 9-807 Third parties, rights of, 9-315 [Rev] Compulsory disposition of collateral, Applicability, 9-104 default, 9-505, 9-620 [Rev] Assignment of security interest, Conflicting security interests and 9-405 agricultural liens, priorities Attachment among, 9-312, 9-322 [Rev] Effectiveness and attachment of Consignments, leases, other bailsecurity agreement, below ments and other transactions Perfection upon attachment, 9-309 Generally, 9-114 [Rev] Creditors and purchasers, rights Bailments. Consignments, leases, and title of consignee with other bailments and other respect to, 9-319 [Rev] transactions, below Filing, 9-408, 9-505 [Rev] Banks. Perfection and priority, below Consumer goods transactions, Bulk transfer laws, 9-111 contents and form of notification Burden to establish purchase money before disposition of collateral security interest, 9-103 [Rev] following default, 9-614 [Rev] Certificate of title, perfection and Continuity of perfection priority with regard to goods Generally, 9-308 [Rev] covered by, 9-303 [Rev], 9-337 Third parties, rights of, 9-303 [Rev] Contract of debtor or tort, obligation Chattel paper, deposit accounts, of secured party on or in, 9-317, documents, goods covered by 9-402 [Rev] documents, instruments, invest-Control ment property, letter of credit Deposit accounts, 9-104 [Rev] rights and money Electronic chattel paper, 9-105 Generally, 9-115 [Rev] Consignor or buyer, default, 9-601 Investment property, 9-106 [Rev] [Rev] Letter of credit rights, 9-107 [Rev] Control, 9-104 [Rev], 9-106 [Rev], 9-107 [Rev] Perfection by control, 9-314 [Rev] Perfection and priority, 9-304 Rights and duties of secured party [Rev] et seq., 9-312 [Rev], with control of collateral, 9-318 [Rev], 9-327 [Rev] et 9-207 [Rev], 9-208 [Rev] seq., 9-341 [Rev] Control agreement, refusal of bank to Restrictions on assignment, 9-409 enter into or disclose existence [Rev] of, 9-342 [Rev] Third parties, rights of, Crops, perfection and priority, 9-334 Classification of goods, **9-109** [Rev]

# SECURED TRANSACTIONS —Cont'd

Default

Generally, **9-501 et seq.**, **9-601** [Rev] et seq.

Acceptance of collateral in satisfaction of obligation

Generally, 9-505, 9-620 [Rev]

Effect of acceptance of collateral, 9-622 [Rev]

Notification of proposal to accept collateral, **9-621** [Rev]

Accounts, chattel paper, payment intangibles or promissory notes, consignor or buyer of, **9-601** [Rev]

Agreement on standards concerning rights and duties, **9-603**[Rev]

Agricultural lien, time of default for, **9-606** [Rev]

Article 2, noncompliance with

Generally, 9-625 [Rev] et seq.

Commercial reasonableness of conduct, **9-627** [Rev]

Deficiency or surplus in issue, **9-626 [Rev]** 

Nonliability and limitation of liability of secured party, **9-627 [Rev]** 

Remedies, 9-625 [Rev]

Secondary obligor, liability of, 9-627 [Rev]

Collection and enforcement by secured party, **9-502**, **9-607** [Rev]

Commercial reasonableness of conduct, **9-627** [Rev]

Compulsory disposition of collateral, **9-505**, **9-620** [Rev]

Consumer goods transactions, contents and form of notification before disposition of collateral, **9-614** [Rev]

Deficiency or surplus

Generally, 9-608 [Rev]

Article 2, noncompliance with, **9-626 [Rev]** 

# SECURED TRANSACTIONS —Cont'd

Default—Cont'd

Deficiency or surplus—Cont'd
Disposition of collateral, 9-615
[Rev], 9-616 [Rev]

Disposition of collateral

Generally, 9-504, 9-505, 9-610 [Rev] et seq.

Compulsory disposition, **9-620** [Rev]

Consumer goods transactions, contents and form of notification before disposition, **9-614** [Rev]

Contents and form of notification before disposition, 9-613 [Rev], 9-614 [Rev]

Deficiency or surplus, 9-615 [Rev], 9-616 [Rev]

Explanation of calculation of deficiency or surplus, **9-616**[Rev]

Notification before disposition, 9-611 [Rev], 9-612 [Rev] et seq.

Proceeds, application of, **9-615** [Rev]

Timeliness of notification before disposition, **9-612** [Rev]

Explanation of calculation of deficiency or surplus, **9-616** [Rev]

Judicial enforcement, **9-601 [Rev]**Liability of secured party for noncompliance, **9-507** 

Notice

Acceptance of collateral in satisfaction of obligation, proposal for, **9-621** [Rev]

Disposition of collateral, 9-611 [Rev], 9-612 [Rev]

Possession after default, 9-503, 9-609 [Rev]

Proceeds, application of, 9-608 [Rev], 9-615 [Rev]

Real and personal property, security agreement that covers both, 9-501

Real property or fixtures covered by security agreement, proce-

#### SECURED TRANSACTIONS SECURED TRANSACTIONS -Cont'd —Cont'd Default-Cont'd Discharge of account debtor, 9-406 dure regarding, 9-604 [Rev] [Rev] Redemption of collateral, 9-506, Disposition of collateral and proceeds 9-623 [Rev] Default, above Right after default, 9-601 [Rev] Effectiveness and attachment of Secondary obligors, rights and security agreement, 9-205 duties of, 9-618 [Rev], 9-627 [Rev] [Rev] Perfection and priority, 9-315 Surplus. Deficiency or surplus, [Rev] above in this group Rights of secured party, 9-306 Timeliness of notification before Documents. Chattel paper, deposit disposition, 9-612 [Rev] accounts, documents, goods Transferee of collateral, rights of, covered by documents, instruments, investment property, let-9-617 [Rev] ter of credit rights and money, Transfer of record or legal title, above 9-619 [Rev] Effective date, 9-701 [Rev], 9-801 Unknown debtor or secondary [Rev] obligor, 9-605 [Rev] Effectiveness and attachment of secu-Variance of rights and duties, rity agreement 9-602 [Rev] Generally, 9-201 [Rev] et seq., Waiver, 9-602 [Rev], 9-624 [Rev] 9-203 Defenses After-acquired property, 9-204 Agreement not to assert against [Rev] assignee, 9-206 Attachment and enforceability of Third parties, rights of, 9-318, security interest, 9-203 [Rev] 9-403 [Rev], 9-404 [Rev] Financial asset, purchase or Deficiency or surplus. Default, above delivery of, 9-206 [Rev] Definitions and index of definitions Formal requisites, 9-203 [Rev] Generally, 9-102 [Rev], 9-105 Future advances, 9-204 [Rev] Account, 9-106 Proceeds, 9-203 [Rev] Consumer goods, 9-109 Supporting obligations, 9-203 Equipment, 9-109 [Rev] Farm products, 9-109 Title to collateral, 9-202 [Rev] General intangibles, 9-106 Use or disposition of collateral, Inventory, 9-109 9-205 [Rev] Proceeds, 9-306 Electronic chattel paper, control, Purchase money security interest, 9-105 [Rev] 9-107 Fees, filing, 9-405, 9-406 Deposit accounts. Chattel paper, deposit accounts, documents, goods covered by documents, Generally, 9-401 et seq., 9-501 instruments, investment prop-[Rev] et seq. erty, letter of credit rights and Acts that constitute filing, 9-403, money, above 9-516 [Rev] Description of collateral Amendments to financing state-Scope, 9-109 [Rev] ments, 9-402, 9-512 [Rev] Sufficiency of description, 9-108 Assignment of security interest, [Rev], 9-110 9-405

security agreement, 9-204

[Rev]

#### SECURED TRANSACTIONS SECURED TRANSACTIONS —Cont'd -Cont'd Filing-Cont'd Filing—Cont'd Indexing errors, 9-517 [Rev] Certain events, effect on effectiveness of financing statement, Indication of collateral, 9-504 9-507 [Rev] Consignments, leases, other bail-Information from filing officer, ments and other transactions, 9-407 9-408, 9-505 [Rev] Lapsed filing, 9-403 Contents of financing statement, Mortgage as financing statement, 9-502 [Rev] 9-402, 9-502 [Rev] Duration and effectiveness of Name of debtor and secured party, financing statement, 9-403, 9-503 [Rev] 9-515 [Rev] New debtor bound by security Effectiveness of filing, 9-510 agreement, effectiveness of [Rev], 9-516 [Rev] financing statement, 9-508 Errors and omissions, 9-401, 9-506 [Rev] [Rev] Perfection of security interest, Fees, 9-405, 9-406 9-302 Persons entitled to file record, Filing office Generally, 9-501 [Rev], 9-519 9-509 [Rev] [Rev] et seq. Place of filing, 9-401 Acceptance and refusal to accept Release of collateral, 9-406 record, **9-520** [Rev] Removal of collateral, 9-401 Communication of information Secured party of record provided in records, 9-519 Generally, 9-511 [Rev] [Rev] Assignment of powers, 9-514 Delay by filing office, 9-524 [Rev] [Rev] Termination statement, 9-404, Fees, 9-525 [Rev] 9-513 [Rev] Information from filing office, Time of filing financing statement, 9-523 [Rev] 9-502 [Rev] Maintenance and destruction of Filing office. Filing, above records, **9-522** [Rev] Financial assets and security entitle-Numbering, maintaining and ments indexing records, 9-519 Perfection and priority, 9-331 [Rev] [Rev] Reporting duty, 9-527 [Rev] Purchase or delivery, 9-206 [Rev] Rules, 9-526 [Rev] Security interest arising in Sale or license of records, 9-523 purchase or delivery of [Rev] financial asset, 9-116 Uniform form of written financ-Financing statements. Filing, above ing statement and amend-**Fixtures** ment, 9-521 [Rev] Perfection and priority, 9-334 Filing officer, duties of, 9-403, [Rev] 9-405, 9-406 Priority of security interests, 9-313 Formal requisites of financing Future advances statements, 9-402 Inaccurate or wrongfully filed rec-Effectiveness and attachment of

[Rev]

ord, claim concerning, 9-518

# SECURED TRANSACTIONS —Cont'd

Future advances—Cont'd
Perfection and priority, 9-323
[Rev]

Security agreements and rights of parties thereto, **9-204** 

General intangibles

Perfection and priority, **9-321 [Rev]** 

Restrictions on assignment, **9-408** [Rev]

Goods covered by documents. Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, above

Goods in ordinary course of business, lessees of, 9-321 [Rev]

Governing law, perfection and priority, 9-301 [Rev] et seq., 9-316 [Rev]

Health-care-insurance receivables and certain general intangibles, restrictions on assignment of, 9-408 [Rev]

Identification and proof of assignment, rights of third parties, 9-319, 9-406 [Rev]

Indexing errors, filing, 9-517 [Rev]

Initial financing statement as continuing effectiveness of financing statement, 9-706 [Rev], 9-806 [Rev]

Instruments. Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, above

Investment property. Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, above

Judicial enforcement, default, **9-601** [Rev]

Lapsed filing, 9-403

# SECURED TRANSACTIONS —Cont'd

Leases. Consignments, leases, other bailments and other transactions, above

Letter of credit rights. Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, above

Lien creditors, rights of, 9-301

Liens arising by operation of law, perfection and priority, 9-310, 9-333 [Rev]

List of collateral, request for, 9-208, 9-210 [Rev]

Modification of assigned contract, 9-319, 9-405 [Rev]

Money. Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, above

Mortgage as financing statement, 9-402, 9-502 [Rev]

Multiple state transactions, perfection, **9-103** 

Name of debtor and secured party, filing, 9-503 [Rev]

New debtor, perfection and priority with regard to security interests created by, 9-326 [Rev]

Notice

Assignment to account debtor, duties of secured party, **9-209** [Rev]

Default, above

Third parties, rights of, **9-406** [Rev]

Payments, purchase money security interest, **9-103** [Rev]

Perfection and priority

Generally, 9-301 [Rev] et seq. Accessions, 9-335 [Rev]

Account or chattel paper, rights and title of seller with respect to creditors and purchasers, 9-318 [Rev]

Agricultural liens, 9-302 [Rev]

# SECURED TRANSACTIONS —Cont'd

Perfection and priority—Cont'd Attachment, perfection upon, 9-309 [Rev]

Banks, rights of

Control agreement, refusal to enter into or disclose existence of, **9-342** [Rev]

Deposit account, rights and duties with respect to, 9-341 [Rev]

Recoupment or set-off against deposit account, 9-340 [Rev]

Buyer of goods, 9-320 [Rev]

Certificate of title, goods covered by, 9-303 [Rev], 9-337 [Rev]

Change in governing law, 9-316 [Rev]

Chattel paper, deposit accounts, documents, goods covered by documents, instruments, investment property, letter of credit rights and money, 9-312 [Rev], 9-330 [Rev]

Commingled goods, **9-336** [Rev] Conflicting security interests and agricultural liens, priorities

among, **9-322** [Rev]

Consignee, rights and title with respect to creditors and purchasers, **9-319** [Rev]

Continuity of perfection, 9-308 [Rev]

Control, perfection by, **9-314** [Rev]

Control agreement, refusal of bank to enter into or disclose existence of, **9-342** [**Rev**]

Deposit accounts, 9-304 [Rev], 9-327 [Rev], 9-332 [Rev], 9-341 [Rev]

Disposition of collateral and proceeds, 9-315 [Rev]

Effective date, perfection or absence of perfection before, 9-703 [Rev], 9-704 [Rev], 9-803 [Rev], 9-804 [Rev]

Filing required to perfect, **9-310** [Rev]

# SECURED TRANSACTIONS —Cont'd

Perfection and priority—Cont'd Financial assets and security entitlements, 9-331 [Rev]

Financing statement with certain incorrect information, perfection by, 9-338 [Rev]

Fixtures and crops, 9-334 [Rev]

Future advances, 9-323 [Rev]

General intangibles, licensees of, 9-321 [Rev]

Goods in ordinary course of business, lessees of, 9-321 [Rev]

Governing law, 9-301 [Rev] et seq., 9-316 [Rev]

Investment property, 9-305 [Rev], 9-328 [Rev]

Letter of credit rights, 9-306 [Rev], 9-329 [Rev]

Liens arising by operation of law, 9-310, 9-333 [Rev]

Location of debtor, 9-307 [Rev] Money or funds, transfers of,

9-332 [Rev] Multiple state transactions, 9-103

New debtor, security interests created by, **9-326 [Rev]** 

Other articles, rights of purchasers of instruments, documents and securities under, 9-331 [Rev]

Perfection, generally, 9-308 [Rev] et seq.

Permissive filing, perfection by, **9-312** [Rev]

Possession by or delivery to secured party as perfection without filing, **9-313 [Rev]** 

Priority, generally, 9-317 [Rev] et seq.

Purchase money security interests, 9-324 [Rev]

Recoupment or set-off by bank against deposit account, **9-340** [Rev]

Right to payment, sale of, **9-318** [Rev]

Statutes, regulations and treaties, property subject to certain, 9-311 [Rev]

#### SECURED TRANSACTIONS SECURED TRANSACTIONS -Cont'd —Cont'd Perfection and priority—Cont'd Recoupment by bank against deposit Subordination, 9-316, 9-339 [Rev] account, perfection and priority, 9-340 [Rev] Temporary perfection without filing or transfer of possession, Redemption of collateral, 9-506, 9-312 [Rev] 9-623 [Rev] Release of collateral, filing, 9-406 Time when security interest or Removal of collateral, filing, 9-401 agricultural lien is perfected, 9-303, 9-308 [Rev] Rights and duties of parties, generally, 9-207 [Rev] et seq. Transferred collateral, 9-325 [Rev] Savings clause, 9-702 [Rev], 9-802 Unperfected security interest or [Rev] agricultural lien, priority over, Secondary obligors, rights and duties 9-317 [Rev] of, 9-618 [Rev], 9-627 [Rev] Permissive filing, perfection by, Secured party of record. Filing, above 9-304 Security agreements and rights of Place of filing, 9-401 parties thereto Possession after default, 9-503, 9-609 Generally, 9-201 et seq. [Rev] After-acquired property, 9-204 Possession of collateral by secured Attachment and enforceability of party, 9-207, 9-207 [Rev] security interest, 9-203 **Priority** Defenses, agreement not to assert Perfection and priority, above against assignee, 9-206 Third parties, rights of, below Formal requisites, 9-203 Proceeds Future advances, 9-204 Application of, 9-608 [Rev], 9-615 Possession of collateral by secured [Rev] party, rights and duties, 9-207 Disposition of collateral and Proceeds, 9-203 proceeds, above Statement of account or list of col-Effectiveness and attachment of lateral, request for, 9-208 security agreement, 9-203 Title to collateral, 9-202 [Rev] Use or disposition of collateral Security agreements and rights of without accounting, 9-205 parties thereto, **9-203** Setoff by bank against deposit Third parties, rights of, 9-306 account, perfection and priority, Processed goods. Commingled or 9-340 [Rev] processed goods, above Short title, 9-101, 9-101 [Rev] Prohibition of assignment, **9-319** Statement of account, request for, Public policy, 9-102 9-208, 9-210 [Rev] Purchase money security interests Subject matter of article, 9-102 Generally, 9-103 [Rev] Subordination, perfection and priority, 9-316, 9-339 [Rev] Perfection and priority, 9-324 [Rev] Supporting obligations, effectiveness Real and personal property, security and attachment of security agreement, 9-203 [Rev] agreement that covers both, 9-501 Surplus. Default, above

Real property or fixtures covered by

regarding, 9-604 [Rev]

security agreement, procedure

Temporary perfection without filing

9-312 [Rev]

or transfer of possession, 9-304,

# SECURED TRANSACTIONS —Cont'd

Termination statement, filing, 9-404, 9-513 [Rev]

Third parties, rights of

Generally, 9-301 et seq., 9-401 [Rev] et seq.

Accessions, 9-314

Alienability of debtor's rights, 9-311, 9-401 [Rev]

Chattel paper, accounts, payment intangibles, promissory notes and other instruments

Perfection of security interest, 9-304

Protection of purchasers, 9-309

Purchase, **9-308** 

Restrictions on assignments, 9-407 [Rev], 9-408 [Rev]

Claims against assignee, 9-404 [Rev]

Commingled or processed goods, priorities, **9-315** 

Conflicting security interests in same collateral, priorities among, **9-312** 

Continuity of perfection, 9-303

Contract of debtor or tort, obligation of secured party on or in, 9-317, 9-402 [Rev]

Defenses against assignee, 9-318, 9-403 [Rev], 9-404 [Rev]

Discharge of account debtor, 9-406 [Rev]

Disposition of collateral, rights of secured party on, **9-306** 

Filing to perfect security interest, 9-302

Fixtures, priority of security interests in, 9-313

Goods, protection of buyers of, 9-307

Health-care-insurance receivables and certain general intangibles, restrictions on assignment of, **9-408** [Rev]

Identification and proof of assignment, 9-319, 9-406 [Rev]

Judicial process, 9-311

# SECURED TRANSACTIONS —Cont'd

Third parties, rights of—Cont'd
Letter of credit rights, restrictions
on assignment of, **9-409**[Rev]

Lien creditors, rights of, 9-301 Liens arising by operation of law, priority of, 9-310

Modification of assigned contract, 9-319, 9-405 [Rev]

Notification of assignment, **9-406** [Rev]

Permissive filing, perfection by, **9-304** 

Person to take priority over unperfected security interests, 9-301

Possession by secured party, perfection by, **9-305** 

Proceeds, 9-306

Prohibition of assignment, 9-319

Rights acquired by assignee, 9-404 [Rev]

Subordination, priority subject to, 9-316

Temporary perfection without filing or transfer of possession, 9-304

Time when security interest perfected, 9-303

Time

Disposition following default, notification before, **9-612** [Rev]

Filing of financing statement, 9-502 [Rev]

Perfection of security interest or agricultural lien, 9-303, 9-308 [Rev]

Title to collateral

Generally, 9-202

Effectiveness and attachment of security agreement, 9-202 [Rev]

Transferred collateral, perfection and priority, 9-325 [Rev]

Transition provisions

Generally, 9-701 [Rev] et seq.

# SECURED TRANSACTIONS —Cont'd

Transition provisions—Cont'd
Actions taken before effective
date, 9-705 [Rev]

Amendment of pre-effective-date financing statement, **9-707** [Rev]

Effective date, 9-701 [Rev]

Initial financing statement as continuing effectiveness of financing statement, **9-706** [Rev]

Perfection or absence of perfection before effective date, 9-703 [Rev], 9-704 [Rev]

Persons entitled to file initial financing statement or continuation statement, **9-708** [Rev]

Priority, 9-709 [Rev]

Savings clause, 9-702 [Rev]

Transition provisions for 2010 amendments

Generally, 9-801 [Rev] et seq.

Actions taken before effective date, **9-805** [Rev]

Amendment of pre-effective-date financing statement, **9-807** [Rev]

Effective date, 9-801 [Rev]

Initial financing statement as continuing effectiveness of financing statement, **9-806** [Rev]

Perfection or absence of perfection before effective date, 9-803 [Rev], 9-804 [Rev]

Persons entitled to file initial financing statement or continuation statement, **9-808** [Rev]

Priority, 9-809 [Rev]

Savings clause, 9-802 [Rev]

Unknown debtor or secondary obligor, default, 9-605 [Rev]

Waiver, default, 9-602 [Rev], 9-624 [Rev]

#### SECURITIES ENTITLEMENTS

Investment Securities, this index

# SECURITIES ENTITLEMENTS

-Cont'd

Secured Transactions, this index

#### SECURITY INTERESTS

Bank Deposits and Collections, this index

Secured Transactions, this index

#### SERVICE OF PROCESS

Funds transfers, service of creditor process on receiving bank, 4A-502

#### **SETOFF**

Bank deposits and collections, payor banks, **4-303**, **4-303** [Rev]

Funds transfers, beneficiary's bank, 4A-502

Secured transactions, setoff by bank against deposit account, perfection and priority, **9-340** [Rev]

#### **SETS**

Bills of lading, **7-304**, **7-304** [Rev] Negotiable instruments, drafts in sets, **3-801** 

#### **SEVERABILITY**

Generally, 1-105 [Rev], 1-108

# **SEVERANCE**

Sales, severance of goods from realty, **2-107** 

# SEX

Construction and interpretation, 1-106 [Rev]

# "SHIPPER'S LOAD AND COUNT"

Bills of lading, 7-301, 7-301 [Rev]

#### SHORT TITLES

Generally, **1-101**, **1-101** [Rev]

# SIGNING AND SIGNATURES

Electronic Signatures in Global and National Commerce Act, E-SIGN § 1 et seq.

Investment securities, authenticating trustee, registrar or transfer agent, 8-208, 8-208 [Rev]

Letters of credit, 5-104

Negotiable Instruments, this index

#### SINGULAR AND PLURAL

Construction and interpretation, 1-106 [Rev]

#### SPECIAL INDORSEMENTS

Negotiable instruments, **3-204**, **3-205** [Rev]

#### SPECIFIC PERFORMANCE

Leases, default, **2A-507A**, **2A-521** Sales, **2-716** 

# SPECIFIC REPEALER

Generally, 10-102 [Rev]

#### **STALENESS**

Investment Securities, this index

# STATEMENT OF ACCOUNT

Secured transactions, request, 9-208, 9-210 [Rev]

#### **STATEMENTS**

Investment Securities, this index

#### STATUTE OF FRAUDS

Construction and interpretation, 1-206 Investment securities, 8-113 [Rev],

8-319 Leases, 2A-201 Sales, 2-201

#### STATUTE OF LIMITATIONS

Bank deposits and collections, **4-111** [Rev]

Bulk transfers, 6-110 [Rev], 6-111 Leases, default, 2A-506 Letters of credit, 5-115 [Rev] Negotiable instruments, 3-118 [Rev] Sales, 2-725

### STOLEN INSTRUMENTS

Lost, Destroyed or Stolen Instruments, this index

# STOPPAGE OF DELIVERY

Documents of title, negotiation and transfer, **7-504**, **7-504** [Rev] Leases, default by lessee, **2A-526** Sales, **2-705** 

UCC Index-48

#### SUBORDINATION

Construction and interpretation, subordinated obligations, **1-209**, **1-310** [Rev]

Leases, 2A-311

Secured transactions, perfection and priority, **9-316**, **9-339** [Rev]

# **SUBROGATION**

Bank deposits and collections, improper payments, 4-407, 4-407 [Rev]

Letters of credit, 5-117 [Rev]

### SUBSTITUTED PERFORMANCE

Leases, **2A-404** Sales, **2-614** 

#### SUBSTITUTE GOODS

Leases, default by lessor, **2A-518** Sales, procurement by buyer, **2-712** 

# **SUM CERTAIN**

Negotiable instruments, 3-106

# SUPPLEMENTARY PRINCIPLES OF LAW

Construction and interpretation, 1-103, 1-103 [Rev]

#### **SURPLUS**

Secured Transactions, this index

#### TARIFFS

Documents of title, relation of article to tariffs, **7-103** 

#### **TELLER'S CHECKS**

Negotiable Instruments, this index

#### TEMPORARY PERFECTION

Secured transactions, perfection without filing or transfer of possession, **9-304**, **9-312** [Rev]

### TENDER OF DELIVERY

Sales, this index

# TENDER OF PAYMENT

Negotiable instruments, **3-603** [Rev], **3-604** 

Sales, this index

#### **TERMINATION**

Documents of title, storage by warehouseman, **7-206**, **7-206** [Rev]

Investment securities, security interests, **8-321** 

Leases, 2A-505

Secured transactions, filing of termination statement, 9-404, 9-513 [Rev]

# TERRITORIAL APPLICATION

Generally, 1-105, 1-301 [Rev]

Leases, goods covered by certificates of title. **2A-105** 

#### THIRD PARTIES

Leases, this index Sales, this index Secured Transactions, this index

# THROUGH BILLS OF LADING AND SIMILAR DOCUMENTS

Documents of title, **7-302**, **7-302** [Rev]

## TIME AND DATE

Bank Deposits and Collections, this index

Construction and interpretation, 1-204

Definition, 1-204

Effective date, 10-101 [Rev], 11-101

Funds Transfers, this index

Investment securities, occurrence of transfer to purchaser, **8-313** 

Leases, evidence of market rent, **2A-507** 

Letters of Credit, this index Negotiable Instruments, this index Sales, this index

Secured Transactions, this index

#### TITLE

Certificate of Title, this index
Documents of Title, this index
Investment securities, title acquired
by bona fide purchasers, **8-302** 

Leases, 2A-302

Sales, this index

Secured Transactions, this index

#### **TRANSFERS**

Documents of Title, this index Funds Transfers, this index Investment Securities, this index Letters of Credit, this index Negotiable Instruments, this index

#### TRANSFER WARRANTIES

Bank deposits and collections, depositary and collecting banks, 4-207, 4-207 [Rev]

#### TRANSITION PROVISIONS

Generally, **11-101 et seq.** Filing

Change of place, 11-105 [Rev] Change of requirement, 11-104 [Rev]

Refiling requirement, 11-106 [Rev]

Leases, 2A-601 et seq.

Preservation of old transition provision, **11-102** [Rev]

Presumption that rule of law continues unchanged, 11-108 [Rev]

Priorities, 11-107

Secured Transactions, this index
Transition to new code, 11-103 [Rev]
et seq.

## **TREATIES**

Documents of title, relation to treaty, 7-103, 7-103 [Rev]

#### UNCERTIFICATED SECURITIES

Investment Securities, this index

# UNCONSCIONABILITY

Leases, **2A-108** Sales, **2-302** 

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT

Generally, UCITA § 101 et seq.

# UNIFORM ELECTRONIC TRANSACTIONS ACT

Generally, UETA § 1 et seq.

# **USAGE OF TRADE**

Construction and interpretation, 1-205, 1-303 [Rev]

#### **USURY**

Enforceability of lease contract, **2A-301:9** 

#### VALUE

Definition, 1-204 [Rev] Negotiable instruments, 3-303, 3-303 [Rev]

# VARIATION BY ACCEPTANCE

Negotiable instruments, 3-410 [Rev]

# VARIATION BY AGREEMENT

Construction and interpretation, 1-102, 1-302 [Rev] Funds transfers, 4A-501

# VERIFICATION

Funds Transfers, this index

#### WAIVER AND ESTOPPEL

Claim or right, waiver after breach, 1-107, 1-306 [Rev]

Leases, this index

Negotiable instruments, waived presentment, protest or notice of dishonor or delay therein, **3-511** 

Sales, this index

Secured transactions, default, 9-602 [Rev], 9-624 [Rev]

# WAREHOUSE RECEIPTS

Documents of Title, this index

### WARRANTIES

Bank Deposits and Collections, this index

Documents of Title, this index Express Warranties, this index Fitness for Particular Purpose, this index

Implied Warranties, this index Investment Securities, this index Leases, this index Letters of Credit, this index Merchantability, this index Negotiable Instruments, this index Presentment Warranties, this index Sales, this index

# WRONGFUL DISHONOR

Bank deposits and collections, liability of payor bank to customer for, **4-402**, **4-402** [Rev]

# WRONGFULLY TAKEN INSTRUMENTS

Lost, Destroyed or Stolen Instruments, this index

#### WRONGFUL REGISTRATION

Investment securities, 8-404 [Rev]

# WRONGFUL TRANSFERS

Investment securities, action against transferee, 8-315

# **Index to Article 2—Sales**

#### REFERENCES ARE TO CODE AND TREATISE SECTION

# "ABOUT" OR "MORE OR LESS" TERMS

Formation of agreement, **2-204:217** to **2-204:222** 

# ACCEPTANCE

Offer and Acceptance, this index

#### ACCESSORY GOODS

Hybrid contracts, 2-105:81

#### ACCIDENT

Formation of contract, **2-204:30 to 2-204:34** 

# ADDITIONAL TERMS IN ACCEPTANCE OR CONFIRMATION

Generally, 2-207, 2-207:1 to 2-207:151

Absence of conflict between later term and prior offer or agreement, **2-207:46** 

Acceptance of offer, **2-207:34** Additional term, **2-207:71 to** 

2-207:107

Applicability, 2-207:25 to 2-207:51

Assent to offeree's, when acceptance made expressly conditional on offeror's, 2-207:26 to 2-207:31

Burden of proof, 2-207:14 to 2-207:17

Choice of law, 2-207:97

Common terms, formation of contract on, **2-207:128**, **2-207:129** 

Conduct, formation and terms of contract by, 2-207:148 to 2-207:151

Conflicting forms, 2-207:32

Construction of UCC 0167 2-207, **2-207:6** 

Contractual intent requirement, 2-207:9, 2-207:10

ADDITIONAL TERMS IN
ACCEPTANCE OR
CONFIRMATION—Cont'd

Counteroffers, 2-207:42, 2-207:131 to 2-207:136

Course of dealing, **2-207:99**, **2-207:151** 

Custom or usage of trade negating materiality, **2-207:100** 

Different and additional term compared, 2-207:104 to 2-207:107

Effect of, 2-207:127 to 2-207:147

Erroneous application of UCC 0167 2-207, **2-207:7** 

Estoppel, judicial misuse of terms, **2-207:11** 

Exact acceptance, offer requiring, 2-207:47 to 2-207:49

Exclusions, 2-207:16, 2-207:38 to 2-207:51

Existence of written contract, 2-207:39, 2-207:40

Express statement of implied term, 2-207:102

Gap filling, 2-207:130

International sales of goods, 2-207:51

Invoices, **2-207:65 to 2-207:67** 

Jury instructions, 2-207:18

"Knock-out" rule, 2-207:105 to 2-207:107

Later writing lacking intent to accept prior offer or confirm prior agreement, **2-207:45** 

Later writing purports to confirm prior contract, necessity of existing contract when, **2-207:8** 

Legal effect, absence of, 2-207:101, 2-207:102

Location of additional term Generally, **2-207:52 to 2-207:70** 

© 2020 Thomson Reuters, 12/2020 Mat # 42569075 Art. 2 Index-1

# ADDITIONAL TERMS IN **ACCEPTANCE OR** CONFIRMATION—Cont'd Location of additional term—Cont'd Confirmation, additional term in, 2-207:55 to 2-207:60 Invoices, 2-207:65 to 2-207:67 Subsequent form, additional term in, 2-207:61 to 2-207:70 Material alteration, 2-207:74 to 2-207:103 Materiality, 2-207:17, 2-207:73 New contract, confirmation versus offer of, **2-207:33** Non-Code Law, 2-207:3 Nonsale transactions, 2-207:35 to 2-207:37 No prior offer or agreement, 2-207:38 Objection to additional term, 2-207:116 to 2-207:121 Official Code Comment, 2-207:1 Part of contract, additional term as, 2-207:137 to 2-207:144 Pending offer, rejection of, 2-207:41 Performance, 2-207:98 Practical considerations, 2-207:4 Practice and procedure, 2-207:13 to 2-207:24 Questions of fact, 2-207:19 to 2-207:22 Questions of law, **2-207:19**, 2-207:23, 2-207:24 Rationale, 2-207:5 Reconciliation of conflicting contract versions, 2-207:145 to 2-207:147 Response to additional term Generally, 2-207:108 to 2-207:126 Acceptance of additional term,

2-207:122 to 2-207:126

Failure to reply, 2-207:110

Objection to additional term, **2-207:116 to 2-207:121** 

Reply, 2-207:108, 2-207:109

Scope and suggestions, 2-207:2

2-207:115

Rival forms, 2-207:143

Service contract, 2-207:44

# ADDITIONAL TERMS IN ACCEPTANCE OR CONFIRMATION—Cont'd Statute of frauds distinguished, 2-207:12 Statute of limitations, **2-207:95** Submission of later draft, 2-207:43 Supplementary terms, 2-207:150, 2-207:151 Unseen additional term. 2-207:50 Waiver and estoppel, judicial misuse of terms, 2-207:11 Warranty disclaimer, 2-207:96 ADMISSIONS Contractual intent, 2-204:76, 2-204:125 Statute of frauds Generally, 2-201:289 to 2-201:306 Conditional statement, 2-201:305 Content, 2-201:292 Contradiction, **2-201:306** Depositions and discovery, 2-201:302 Implied, 2-201:297 Nonjudicial, 2-201:303 Parol evidence, 2-201:294 Particular statements held not admissions, 2-201:304, 2-201:305 Pleading, 2-201:298, 2-201:299 Scope of, 2-201:293 Testimonial, 2-201:300 to 2-201:302 Unconditional, 2-201:291

#### ADULTERATION

False advertising and, 2-101:43

What constitutes, 2-201:296

Who may make, 2-201:295

Voluntary, **2-201:290** 

# ADVERTISEMENTS AND ADVERTISING

False advertising, 2-101:43

### AGENTS AND AGENCY

Acceptance, communication to offeror's agent, **2-206:55** 

Buyer

Generally, **2-103:7** 

Art. 2 Index-2

AGENTS AND AGENCY—Cont'd	AMBIGUITY—Cont'd
Buyer—Cont'd	Parol evidence—Cont'd
False representation of agency,	Description, <b>2-202:148</b>
2-103:9	Insurance, <b>2-202:170</b>
Personal transaction of agent or	Nature of transaction, 2-202:149
employee distinguished, <b>2-103:8</b>	Performance, 2-202:150, 2-202:171
Merchant agent, employment of,	Plausibility, <b>2-202:156</b>
2-104:31, 2-104:32	Price, <b>2-202:151</b>
Promissory estoppel; agency	Quantity, 2-202:152
contract, <b>2-201:335</b>	Rejection of goods, 2-202:174
Seller	Return of goods, <b>2-202:175</b>
Generally, <b>2-103:31 to 2-103:35</b>	Satisfaction, 2-202:153
Agent's own property, agent's sale of, <b>2-103:34</b>	Storage of goods, 2-202:176
Buyer's agent, <b>2-103:35</b>	Subsequent modification of contract, <b>2-202:177 to</b>
Disclosed, <b>2-103:32</b>	2-202:179
Undisclosed, <b>2-103:33</b>	Time, <b>2-202:154</b>
Signing by agent, 2-201:130 to	Unambiguous contracts, <b>2-202:157</b>
2-201:139	Usage of trade, course of dealings
Statute of frauds; agency contracts,	and, 2-202:159 to 2-202:176
2-201:91	Warranties, 2-202:155
AGREEMENTS	Unambiguous contracts, 2-202:157
Contracts and Agreements, this index	Usage of trade, course of dealings and, 2-202:159 to 2-202:176
AGRICULTURE	
Agricultural Commodities Act,	ANIMALS
2-101:35	Seller of, <b>2-104:46</b>
Crops	Transferability, future goods, lot and
Severance of goods from realty	commercial unit, <b>2-105:40</b> , <b>2-105:41</b>
and recording, <b>2-107:17</b> ,	2-103.41
2-107:18	APPELLATE REVIEW
Spraying; hybrid contracts,	Formation of contract, 2-204:63
2-105:103	Mixed property; hybrid contracts,
Transferability, future goods, lot	2-105:168
and commercial unit, 2-105:42 to 2-105:44	Real property
Farmers, this index	Goods attached to, 2-105:38
Tarmers, this macx	Severing from realty, 2-105:37
AMBIGUITY	Transferability, future goods, lot and commercial unit, <b>2-105:27</b>
Course of dealings and usage of trade, 2-202:159 to 2-202:176	Goods defined, <b>2-105:30</b>
Parol evidence	Movability, <b>2-105:32</b> , <b>2-105:33</b> ,
Generally, <b>2-202:145 to 2-202:179</b>	2-105:36
Applicability of rule, <b>2-202:20</b> ,	Realty
2-202:123	Goods attached to, 2-105:38
Conduct of parties in performance	Severing from, <b>2-105:37</b>
of contract, <b>2-202:158</b>	Size of goods irrelevant, 2-105:34
Course of dealings and usage of trade. 2-202:159 to 2-202:176	Sophistication of goods irrelevant, 2-105:35

# APPELLATE REVIEW—Cont'd

Transferability, future goods, lot and commercial unit, **2-105:27**—Cont'd

Things, definition in terms of, 2-105:31

#### ASSIGNMENTS

Seller, assignee of, 2-103:11

"AS SOON AS POSSIBLE" Payment, 2-204:218

#### ASSUMPTION OF DEBT

Price and consideration, 2:106:23

# **AUCTIONEERS**

Seller, 2-103:36, 2-104:62

## **AUTOMOBILES**

Motor Vehicles, this index

#### **BAILMENTS**

Article 2 applicability, **2-105:67 to 2-105:71** 

Distinguished, **2:106:13** 

Transactions in goods, 2-102:12, 2-102:13

#### **BARTER**

Sales contract, 2-106:69, 2-106:70

# BETWEEN MERCHANTS

Generally, 2-104:8

Applicability of definition, **2-104:3** Construction of, **2-104:9** 

Contracts between merchants

Generally, **2-201:189 to 2-201:234** 

Addition of terms distinguished,

2-201:196

Applicability, 2-201:191,

2-201:192

Confirmation rule, construction of, **2-201:197** 

Confirmatory writing

Generally, 2-201:198 to 2-201:220

Content, 2-201:202 to

2-201:207

Defined, 2-201:208

Form of, 2-201:199

Future action, contemplation of, 2-201:210

#### BETWEEN MERCHANTS—Cont'd

Contracts between merchants

—Cont'd

Confirmatory writing—Cont'd Objections to, 2-201:221 to 2-201:234

Reason to know of content of, 2-201:220

Sending and receiving,

2-201:201

2-201:211 to 2-201:218 Signing by sender, 2-201:200,

Time for sending and receiving, 2-201:213 to 2-201:217

Merchant defined, 2-201:193,

2-201:194

Modification of contract included, 2-201:195

Rationale, 2-201:189

Written consent requirement, 2-201:190

Definitions, 2-104, 2-104:1 et seq.

Official Code Comment, 2-104:1

Particular sales, 2-104:10

Questions of law or fact, **2-104:16 to 2-104:18** 

Scope and suggestions, **2-104:2** Sufficiency of evidence, **2-104:15** 

# **BILATERAL CONTRACTS**

Form and formation of sales, 2-204:12

#### BILL OF SALE

Parol evidence, 2-202:62

### **BLOOD**

Hybrid contracts, 2-105:136, 2-105:137

# **BROKERS**

Farmer employing, **2-104:72** Seller, **2-103:36** 

### BUILDING AND CONSTRUCTION

Hybrid contracts

Generally, **2-105:124** 

Materials, 2-105:125

Plant construction, 2-105:111

Services contract, 2-105:101

# BUILDING AND CONSTRUCTION

-Cont'd

Severance of goods from realty and recording; buildings, 2-107:21, 2-107:22

Statute of frauds; construction contracts, **2-201:92** 

# **BUILDING MATERIALS**

Sellers of, 2-104:48

#### **BURDEN OF PROOF**

Additional terms in acceptance or confirmation, 2-207:14 to 2-207:17

Formation of contract, **2-204:48**, **2-204:49**Parol evidence, **2-202:66** 

Statute of frauds, 2-201:45 to 2-201:48

# **BUSINESS ASSETS**

Hybrid contracts, 2-105:122

#### **BUYER**

Generally, 2-103:4 to 2-103:23

Agent or employee

Generally, 2-103:7

False representation of agency, **2-103:9** 

Personal transaction of agent or employee distinguished, 2-103:8

Apparent buyer, 2-103:10

Assignee of seller, 2-103:11

Consignee, 2-103:12

Delivery distinguished, 2-103:6

Direct dealing of middleman's customer with supplier, 2-103:19

Employee

Employee

Generally, 2-103:7

False representation of agency, **2-103:9** 

Personal transaction of agent or employee distinguished, 2-103:8

False representation of agency, **2-103:9** 

Financer of, **2-103:13** 

Financing buyer, 2-103:14

#### BUYER—Cont'd

Government other than United States as buyer, **2-103:16** 

Middleman

Generally, 2-103:17

Direct shipment to middleman's customer, **2-103:18** 

Particular persons as, **2-103:7 to 2-103:23** 

Personal transaction of agent or employee distinguished, **2-103:8** 

Receipt of goods, 2-103:5

Secured creditor as successor in interest, 2-103:21

Successor in interest, 2-103:20, 2-103:21

Traded-in-goods, 2-103:23

United States as, 2-103:15

Warranty beneficiary under UCC 0167 2-318, **2-103:22** 

#### CANCELLATION

Definitions and index of definitions, 2-106, 2-106:1 et seq.
Statute of frauds, 2-201:273

### CAPACITY OF PARTIES

Form and formation of sales, **2-204:13 to 2-204:15** 

# **CARRIERS**

Capacity of, 2-204:219

# **CERTIFICATE OF TITLE**

Sales, 2-101:36

Seller; irregular title certificate, **2-103:30** 

# **CHECKS**

Statute of frauds; check as payment, 2-201:285 to 2-201:287

#### CHOICE OF LAW

Agreed, 2-101:14

# **CHOSES IN ACTION**

Article 2 applicability, 2-105:59

# **COMPUTERS**

Hybrid contracts

Hardware and software, **2-105:123** Software, **2-105:119**, **2-105:123** 

#### CONDITIONS PRECEDENT

Existence of contract subject to, 2-201:169

Formation of contract

Generally, 2-204:26 to 2-204:28

Acceptance of offer, 2-204:27

Execution of written contract. 2-204:87

Existence of contract, 2-204:28

Judicial policy favoring condition precedent to duty; construction of contract, 2-204:175

Parol evidence, 2-202:73

# CONFIRMATION, ADDITIONAL TERMS IN

Additional Terms in Acceptance or Confirmation, this index

#### CONFLICT OF LAWS

Place of sale, 2-106:46

#### CONFORMING GOODS

Definitions, 2:106:33 to 2:106:43

### CONFORMING TO CONTRACT

Definitions and index of definitions, 2-106, 2-106:1 et seq.

#### CONSIGNMENTS

Consignee defined, 2-103:12 Sale defined, 2-106:44

Seller

Consignee, 2-103:37

Consignor, 2-103:38

# CONSTRUCTION, BUILDING AND

Building and Construction, this index

# CONSTRUCTION, RULES OF

Contract, construction of. Construction of Contract, this index

Parol evidence, 2-202:58 to 2-202:65, 2-204:170

# CONSTRUCTION OF CONTRACT Generally, 2-101:19, 2-204:152 to

2-204:216

Conditions, 2-204:166 to 2-204:176

Construction as whole, 2-204:157

Disclaimers, 2-204:161

Divisibility of contract, 2-204:162

Favoring one party, 2-204:159

# CONSTRUCTION OF CONTRACT —Cont'd

Hierarchy of form, 2-204:158 Implied terms, limitation on,

2-204:165

Incorporation of Code, 2-204:153

Judicial policy favoring condition precedent to duty, 2-204:175

Knowledge of parties, 2-204:168

Liability of parties, 2-204:163

Limitations, 2-204:161

Miscellaneous terms, 2-204:164

Multiple documents, 2-204:160

Nature of contract, 2-204:156

Parol evidence rule, 2-204:170

Reasonable construction, 2-204:155

Return goods, right to, 2-204:176

Strict construction against preparer, 2-204:154

Time not of the essence, 2-204:181

Time of payment, condition to, 2-204:174

Time of performance, 2-204:177 to

2-204:182

Time of the essence, **2-204:180** 

Waivers, 2-204:161

### CONSUMER PROTECTION

Generally, 2-101:20 to 2-101:27

Applicability of statute, 2-101:22

Buyer protection, 2-101:25

Content of writing, 2-201:154

Continuity of practice, 2-101:23

Damages and remedies, invalidation of consumer's, 2-101:27

Form and formation of sales, 2-201:6

Form of agreement, 2-204:91

Relation of statute to Code, 2-101:21

Remedies of consumers, 2-101:26, 2-101:27

Who is not consumer, 2-101:24

# **CONTEMPORANEOUS** WRITINGS

Parol evidence. 2-202:53 to 2-202:55

# CONTENT OF WRITING

Generally, 2-201:140 to 2-201:187

Confirmatory writing, 2-201:143

Construction of writing, 2-201:149

#### CONTENT OF WRITING—Cont'd CONTENT OF WRITING—Cont'd Consumer protection, 2-201:154 Required content, 2-201:141, 2-201:142 Contract for sale Requirements contracts, 2-201:179, Generally, 2-201:155 to 2-201:173 2-201:181 Condition precedent, existence of Unintegrated writing, 2-201:185 contract subject to, 2-201:169 Construction of writing, **CONTINUITY OF** 2-201:156, 2-201:157 TRANSACTIONS Declaration of intention to Merchants, 2-104:38, 2-104:39 contract, 2-201:167 Transactions in goods and relevancy Declaration of intention to make of, 2-102:8 offer, 2-201:162 CONTRACTS AND AGREEMENTS Exceptions, 2-201:160 to Generally, **2-101:17** 2-201:172 Additional terms in acceptance or Existence to negotiate, 2-201:165 confirmation. Offer and Accep-Invitation to negotiate, 2-201:163 tance, this index Invoices, 2-201:159 Confirmation, 2-106:59, 2-106:60 Later writings of parties, Conforming to contract, 2-106, 2-201:173 2-106:1 et seg. Merchants, contracts between, Construction of, 2-101:19 2-201:202 to 2-201:207 Content of Writing, this index Miscellaneous writings, 2-201:172 Definitions and index of definitions, Offer, 2-201:164 2-106, 2-106:1 et seg. Orders and invoices, 2-201:159 Form and Formation of Sales, this Past transactions, record of, 2-201:170 Good faith and insistence on perfor-Receipt, 2-201:171 mance of contract terms, 2-103:49 Rejection of offer, 2-201:166 Government contracts, Article 2 Tentative agreement, 2-201:168 application to, **2-101:11** Working papers, **2-201:161** Hybrid Contracts, this index Correction of terms, 2-201:150 Legality of, **2-101:37**, **2-101:38** Distributorships; sufficient statement Maritime contracts, 2-102:23 of quantity, 2-201:183 Merchants Exclusions, 2-201:151 Construction of contracts, 2-104:6 Final expression not required, Particular contract specifications, 2-201:142 2-104:26 Franchises; sufficient statement of Merchants, contracts between. quantity, 2-201:183 Between Merchants, this index Manner of statement, 2-201:144 Non-Code law, 2-101:18 Merchants, contracts between, Offer and Acceptance, this index 2-201:202 to 2-201:207 Ordinary contracts not subject to Omission of contract terms. Article 2, 2-105:51 2-201:145 to 2-201:148 Parol Evidence, this index Open terms, 2-201:184 Resale, purchase for, **2-106:64**, Output contracts, 2-201:179, 2-106:65 2-201:180 Sales, this index Parties, 2-201:152, 2-201:153 Self-service stores, 2-106:61 to

Quantity, 2-201:174 to 2-201:187

2-106:63

Additional terms in acceptance or

2-207:136

confirmation, 2-207:131 to

#### CONTRACTS AND AGREEMENTS CONTRACTUAL INTENT—Cont'd —Cont'd Legality-Cont'd Service contracts, 2-105:72 to Preemption, 2-204:112 2-105:77 Seller's knowledge of buyer's Specially manufactured goods, unlawful conduct, 2-204:117 2-105:75 Statutory violation, 2-204:114 Statute of Frauds, this index Material terms, absence of agreement as to, 2-204:79, 2-204:80 Supply contract as sale of goods, 2-105:47 Missing terms, 2-204:145 to 2-204:151 CONTRACTUAL INTENT Necessity of agreement, 2-204:77, Generally, **2-204:64 to 2-204:151** 2-204:78 Additional terms, 2-204:135 Objective intent, 2-204:71 to Admissions, 2-204:76, 2-204:125 2-204:75 Battle of forms, 2-204:134 Oral agreement preceding execution Belief and assurances, expressions of, of written contract, 2-204:81 to 2-204:124 2-204:86 Completed transactions, 2-204:131 Performance, preparation for, Conduct establishing contract, 2-204:128 2-204:121 to 2-204:137 Post-sale writings, 2-204:96 to Consumer protection, 2-204:91 2-204:98 Continuing recognition of contract, Presumptions, 2-204:70 2-204:129 Price Definiteness, 2-204:138 to 2-204:151 Generally, **2-204:105 to 2-204:110** Divisibility of contract, 2-204:113, Erroneous statement, 2-204:110 2-204:141 Excessive, 2-204:108 Fluctuating, 2-204:107 Evidence of, 2-204:68, 2-204:69 Execution of written contract, oral Government price control, agreement preceding, 2-204:81 2-204:109 to 2-204:86 Medium of payment of price, Expressions of belief and assurances, 2-204:106 2-204:124 Promise to pay not required, Form of agreement, generally, 2-204:123 2-204:88 to 2-204:98 Punitive damages, **2-204:120** Receipt and acceptance of goods, Freedom of contract, 2-204:65 2-204:130 Implied admissions, 2-204:125 Repeated transactions, 2-204:133 Incorporation of agreement by refer-Reverse-side statements, 2-204:92 to ence, **2-204:90** 2-204:94 Indefinite offer, 2-204:149 Separate writings, 2-204:95 Insufficiency of writing immaterial, Shrinkwrap license agreements, 2-204:126, 2-204:127 2-204:99, 2-204:100 Legality Signature of parties, 2-204:101 to Generally, 2-204:111 to 2-204:119 2-204:104 Compliance with government stan-Supplier, obtaining goods from, dards, 2-204:118 2-204:132 Disclosure requirements, Usage of trade, **2-204:150**, **2-204:151** 2-204:119 COUNTEROFFERS Divisibility of contract, 2-204:113

Interest rate, 2-204:115

License, requirement of, 2-204:116

# **CRIMINAL LAW**

Generally, **2-101:39 to 2-101:42**Definition of terms, **2-101:40**, **2-101:42** 

Narcotic drugs, 2-101:41, 2-101:42

#### **CROPS**

Farmers, this index

Severance of goods from realty and recording, **2-107:17**, **2-107:18** 

Spraying; hybrid contracts, **2-105:103** 

Transferability, future goods, lot and commercial unit, **2-105:42 to 2-105:44** 

#### **CURRENCY EXCHANGE**

Hybrid contracts, 2-105:126

#### **DAMAGES**

Consumer protection and invalidation of limitation of consumer8217s damages and remedies, 2-101:27

#### **DEALERSHIPS**

Hybrid contracts, **2-105:140 to 2-105:145** 

Statute of frauds, **2-201:78 to 2-201:80** 

#### **DEFENSES**

Form and formation of sales, **2-201:30** 

#### **DEFINITENESS**

Contractual intent, **2-204:138 to 2-204:151** 

# DEFINITIONS AND INDEX OF DEFINITIONS

Generally, 2-103 et seq.
Agreement, 2-106, 2-106:1 et seq.
Buyer, 2-103:4 to 2-103:23
Cancellation, 2-106, 2-106:1 et seq.
Commercial unit, 2-105, 2-105:1 et seq.

Conforming to contract, 2-106, 2-106:1 et seq.

Contract, **2-106**, **2-106**:1 et seq. Contract for sale, **2-106**, **2-106**:1 et seq.

# DEFINITIONS AND INDEX OF DEFINITIONS—Cont'd

Financing agency, **2-104**, **2-104:1** et seq.

Future goods, 2-105, 2-105:1 et seq. Lot, 2-105, 2-105:1 et seq. Merchant, 2-104, 2-104:1 et seq. Between merchants, 2-104, 2-104:1 et seq.

Official Code Comment, 2-103:1
Present sale, 2-106, 2-106:1 et seq.
Questions of law or fact, 2-103:3
Sale, 2-106, 2-106:1 et seq.
Termination, 2-106, 2-106:1 et seq.
Transferability, 2-105, 2-105:1 et seq.

#### **DELIVERY**

Security interest reserved, with, 2-201:266

Statute of frauds; receipt and acceptance of goods, 2-201:250 to 2-201:273

Third person, to, 2-201:264, 2-201:265

Voluntary, **2-201:261** 

# **DEPOSITIONS**

Statute of frauds; admissions, 2-201:302

# DISCLAIMERS

Construction of contract, 2-204:161

#### **DISCLOSURE**

Formation of agreement and legality, **2-204:119** 

#### DISCOVERY

Statute of frauds; admissions, 2-201:302

# **DISTRIBUTORSHIPS**

Hybrid contracts, **2-105:140 to 2-105:145** 

Sufficient statement of quantity, **2-201:183** 

# **DIVERSITY**

Federal diversity action, 2-101:13

#### **DRUGS**

Hybrid contracts, 2-105:130

# DRUGS-Cont'd

Narcotic drugs, regulations of sales, 2-101:41, 2-101:42

#### **EDUCATION**

School contracts, 2-105:117

#### **ELECTRICITY**

Hybrid contracts, 2-105:138, 2-105:139

#### EMPLOYERS AND EMPLOYEES

Buyer, employee as

Generally, 2-103:7

False representation of agency, **2-103:9** 

Personal transaction of agent or employee distinguished, 2-103:8

Merchant agent, employment of, 2-104:31, 2-104:32

Seller, employee as

Generally, 2-103:31 to 2-103:35

Agent's own property, agent's sale of, **2-103:34** 

Buyer's agent, 2-103:35

Disclosed, 2-103:32

Undisclosed, 2-103:33

# **EQUIPMENT**

Hybrid contracts, 2-105:128

Sellers of

Building materials and equipment, 2-104:48

Used equipment, **2-104:59-2- 104:61** 

# **EQUITABLE ESTOPPEL**

Statute of Frauds, this index

#### **ESTOPPEL**

Additional terms in acceptance or confirmation; judicial misuse of terms, 2-207:11

Formation of contract; waiver and estoppel, **2-204:40 to 2-204:46** 

Parol evidence, 2-202:9

Statute of Frauds, this index

#### **EVIDENCE**

Admissions. Statute of Frauds, this index

# EVIDENCE—Cont'd

Breach of warranty of title, proof of, **2-106:68** 

Contractual intent, **2-204:68**, **2-204:69** 

Form and formation of sales, **2-201:45 to 2-201:49** 

Merchant status, proof of, 2-104:14

Parol evidence, **2-201:39 to 2-201:44** Parol Evidence, this index

Trade custom, 2-103:57

Transferability, future goods, lot and commercial unit; burden of proof, **2-105:23** 

#### EXCHANGE OF GOODS

Sales contract, 2-106:69, 2-106:70

# EXTRINSIC EVIDENCE

Parol Evidence, this index

### **FABRICATION**

Hybrid contracts, 2-105:129

# FACT, QUESTIONS OF LAW OR

Questions of Law or Fact, this index

#### **FARMERS**

Generally, 2-104:68 to 2-104:81

Agricultural Commodities Act, 2-101:35

Broker, employing, 2-104:72

Commercial farmer, **2-104:70**, **2-104:71** 

Experience of, 2-104:75 to 2-104:77

Merchants, 2-104:49

Owner of crops, **2-104:79** 

Particular farmers as merchants, **2-104:69** 

Private sales, 2-104:78

Public sales, 2-104:78

Questions of fact, 2-104:80

Questions of law, **2-104:81** 

Regularity of sales, **2-104:73**, **2-104:74** 

Rules governing; exceptions, 2-102:3, 2-102:4

# FINAL OR EXCLUSIVE STATEMENT, WRITING AS

Writing as Final or Exclusive Statement, this index

Art. 2 Index-10

# FINAL WRITTEN EXPRESSION Sales, 2-202

## FINANCING AGENCY

Generally, **2-104:11**Applicability of definition, **2-104:3**Definitions, **2-104, 2-104:1 et seq.**Merchant distinguished, **2-104:13**Official Code Comment, **2-104:1**Particular persons as, **2-104:12**Questions of law or fact, **2-104:16 to 2-104:18** 

Scope and suggestions, **2-104:2** Sufficiency of evidence, **2-104:15** 

#### FIRM OFFERS

Generally, **2-205**, **2-205**:1 to **2-205**:22 Applicability, **2-205**:9 to **2-205**:15

Computation of time, 2-205:19 Duration, 2-205:16, 2-205:16 to

Duration, 2-205:16, 2-205:16 to 2-205:18

Intent to make, 2-205:14

International sale of goods, 2-205:22

Irrevocable offer, 2-205:3

Limitations, 2-205:21

Merchant defined, 2-205:10

Nature of, 2-205:16 to 2-205:22

Non-merchant, offer by, 2-205:12

Offeree's form, on, 2-205:20

Official Code Comment, 2-205:1

Oral offer, 2-205:11

Promissory estoppel, 2-205:4

Questions of fact, 2-205:6, 2-205:8

Questions of law, 2-205:6, 2-205:7

Revocability, 2-205:5

Scope and suggestions, 2-205:2

Third person, approval by, **2-205:15** 

Three months, for more than, 2-205:17, 2-205:18

Written offer by merchant, 2-205:15

## **FIXTURES**

Severance of goods from realty and recording, **2-107:23**, **2-107:24** 

# FOOD

Sellers of, 2-104:50

# FORM AND FORMATION OF SALES

Generally, **2-201, 2-201:1 et seq.** "About" or "more or less," terms stated, **2-204:217 to 2-204:222** 

Absence of writing, **2-201:25**, **2-201:26** 

Absence of writing, effect of, **2-204:29** 

Accident, 2-204:30 to 2-204:34

Additional terms, 2-201:29

Admissions and contractual intent, 2-204:76, 2-204:125

Appellate review, **2-204:63** 

Applicability, 2-204:7

"As soon as possible," payment, 2-204:218

Battle of forms, 2-204:134

Belief and assurances, expressions of, 2-204:124

Bilateral contracts, 2-204:12

Burden of proof, 2-201:45 to

2-201:48, 2-204:48, 2-204:49

Capacity of parties, **2-204:13 to 2-204:15** 

Carrier, capacity of, 2-204:219

Clerical errors; waiver and estoppel, 2-204:45

Code remedies distinguished, **2-201:31** 

Completed transactions, 2-204:131

Compliance with UCC 0167 2-201, effect of, **2-201:15** 

Conditional sales; construction of condition, **2-204:9** 

Conditions precedent

Generally, 2-204:26 to 2-204:28

Acceptance of offer, to, 2-204:27

Execution of written contract as, **2-204:87** 

Existence of contract, to, 2-204:28

Conduct establishing contract, 2-204:121 to 2-204:137

Consideration

Generally, **2-204:19** 

Promissory estoppel as substitute for, 2-204:20, 2-204:21

Construction of contract

Generally, **2-101:19**, **2-204:152 to 2-204:216** 

#### FORM AND FORMATION OF FORM AND FORMATION OF SALES—Cont'd SALES—Cont'd Construction of contract—Cont'd Contractual intent-Cont'd Conditions, **2-204:166 to** Belief and assurances, expressions 2-204:176 of, 2-204:124 Construction as whole, 2-204:157 Completed transactions, **2-204:131** Conduct establishing contract, Disclaimers, 2-204:161 2-204:121 to 2-204:137 Divisibility of contract, 2-204:162 Consumer protection, 2-204:91 Favoring one party, **2-204:159** Continuing recognition of contract. Hierarchy of form, **2-204:158** 2-204:129 Implied terms, limitation on, Definiteness, 2-204:138 to 2-204:165 2-204:151 Incorporation of Code, 2-204:153 Divisibility of contract, 2-204:113, Judicial policy favoring condition 2-204:141 precedent to duty, **2-204:175** Evidence of, **2-204:68**, **2-204:69** Knowledge of parties, **2-204:168** Execution of written contract, oral Liability of parties, 2-204:163 agreement preceding, Limitations, 2-204:161 2-204:81 to 2-204:86 Miscellaneous terms, 2-204:164 Expressions of belief and assur-Multiple documents, 2-204:160 ances, 2-204:124 Nature of contract, 2-204:156 Form of agreement, generally, Parol evidence rule, **2-204:170** 2-204:88 to 2-204:98 Reasonable construction, Freedom of contract, 2-204:65 2-204:155 Implied admissions, 2-204:125 Return goods, right to, 2-204:176 Incorporation of agreement by ref-Strict construction against erence, 2-204:90 preparer, 2-204:154 Indefinite offer, 2-204:149 Time not of the essence, 2-204:181 Insufficiency of writing immate-Time of payment, condition to, rial, 2-204:126, 2-204:127 2-204:174 Legality Time of performance, 2-204:177 Generally, 2-204:111 to to 2-204:182 2-204:119 Time of the essence, **2-204:180** Compliance with government Waivers, 2-204:161 standards, **2-204:118** Consumer protection Disclosure requirements, Contractual intent, 2-204:91 2-204:119 Non-Code law, 2-201:6 Divisibility of contract, Signature of parties, 2-204:102 2-204:113 Content of agreement, 2-204:18 Interest rate, 2-204:115 Content of Writing, this index License, requirement of, Continuing recognition of contract, 2-204:116 2-204:129 Preemption, 2-204:112 Contract provision requiring writing Seller's knowledge of buyer's distinguished, 2-201:8 unlawful conduct, Contractual intent 2-204:117 Generally, 2-204:64 to 2-204:151 Statutory violation, **2-204:114** Additional terms, 2-204:135 Material terms, absence of agree-Admissions, 2-204:76, 2-204:125 ment as to, 2-204:79,

2-204:80

Battle of forms, 2-204:134

FORM AND FORMATION OF SALES—Cont'd	FORM AND FORMATION OF SALES—Cont'd
Contractual intent—Cont'd Missing terms, 2-204:145 to 2-204:151	Disputes over terms of contract distinguished, <b>2-201:27 to 2-201:29</b>
Necessity of agreement, <b>2-204:77</b> , <b>2-204:78</b>	Divisibility of contract, <b>2-204:113</b> , <b>2-204:141</b> , <b>2-204:162</b>
Objective intent, <b>2-204:71 to 2-204:75</b>	Election of defenses, <b>2-201:30</b> Elements of contract, <b>2-204:16</b>
Oral agreement preceding execution of written contract, 2-204:81 to 2-204:86	Execution of written contract Condition precedent, as, <b>2-204:87</b> Oral agreement preceding,
Performance, preparation for, <b>2-204:128</b>	2-204:81 to 2-204:86 Execution of written contract, oral
Post-sale writings, <b>2-204:96 to 2-204:98</b>	agreement preceding, <b>2-204:81 to 2-204:86</b>
Presumptions, <b>2-204:70</b> Price	Expressions of belief and assurances, <b>2-204:124</b>
Generally, 2-204:105 to 2-204:110	Final written expression. Parol Evidence, this index
Erroneous statement, 2-204:110 Excessive, 2-204:108 Fluctuating, 2-204:107 Government price control, 2-204:109 Medium of payment of price, 2-204:106 Promise to pay not required, 2-204:123 Punitive damages, 2-204:120 Receipt and acceptance of goods, 2-204:130 Repeated transactions, 2-204:133 Reverse-side statements, 2-204:92 to 2-204:94 Separate writings, 2-204:95 Shrinkwrap license agreements,	Firm Offers, this index Formal requirements, 2-201, 2-201:1 et seq. Formation, generally, 2-204, 2-204:1 et seq. Form of agreement, generally, 2-204:88 to 2-204:98 Form of contract, 2-204:8 Fraud, 2-204:30 to 2-204:34 Fraud, proof of; validity of oral contract, 2-201:21 Good faith, 2-201:11 Implied admissions, 2-204:125 Incorporation of agreement by reference, 2-204:90 Indefinite offer, 2-204:149 Integration of separate writings, 2-201:113 to 2-201:118
2-204:99, 2-204:100 Signature of parties, 2-204:101 to 2-204:104	Intent, contractual. Contractual intent, above International sales of goods, <b>2-201:7</b>
Supplier, obtaining goods from, 2-204:132	Law governing, <b>2-204:6</b> Legality
Usage of trade, 2-204:150, 2-204:151 Defenses, 2-201:30	Generally, 2-204:111 to 2-204:119 Compliance with government stan- dards, 2-204:118
Definiteness, 2-204:138 to 2-204:151	Disclosure requirements, 2-204:119
Degree of proof, <b>2-201:49</b> Discharge of contract, <b>2-204:35 to 2-204:38</b>	Divisibility of contract, <b>2-204:113</b> Interest rate, <b>2-204:115</b>

#### FORM AND FORMATION OF FORM AND FORMATION OF SALES—Cont'd SALES—Cont'd Legality-Cont'd Offer and Acceptance, this index License, requirement of, 2-204:116 Official Code Comment, 2-201:1, Preemption, 2-204:112 2-204:1 Seller's knowledge of buyer's Omitted terms, **2-201:28** unlawful conduct, 2-204:117 Open terms Statutory violation, 2-204:114 Generally, 2-204:183 to 2-204:216 Liberal construction of UCC 0167 Anti-gap intention, 2-204:187 2-201, **2-201:12** Delivery, 2-204:201 Licenses Description of goods, 2-204:202 Legality, **2-204:116** Erroneous completion Shrinkwrap license agreements, distinguished, 2-204:199 2-204:99, 2-204:100 Essential, sale as, **2-204:193** Material terms, absence of agreement Existence of sales contract, deteras to, **2-204:79**, **2-204:80** mination of, 2-204:192 Merchants, contracts between. Gap as negating contract, Between Merchants, this index 2-204:191 Missing terms, **2-204:145 to** Gap filling, 2-204:188, 2-204:189, 2-204:151 2-204:194 Mistakes Land, 2-204:203 Generally, 2-204:30 to 2-204:34 Minimal requirements, 2-204:186 Absence of duty to instruct other Missing term, determining, contracting party, 2-204:34 2-204:195 to 2-204:197, Clerical errors; waiver and estop-2-204:198 pel, 2-204:45 Price and payment, 2-204:204 to Failure to read contract; unilateral 2-204:208 mistake, 2-204:33 Production of goods, 2-204:209 Knowledge of mistake in offer; questions of fact, 2-204:59 Quality, 2-204:214 Unilateral, 2-204:32, 2-204:33 Quantity, 2-204:210 to 2-204:213 "More or less," terms stated as Remedy, availability of, 2-204:190 "about" or, 2-204:217 to Time, 2-204:215 2-204:222 Total definiteness not required of Necessity of agreement, 2-204:77, contract, 2-204:184, 2-204:78 2-204:185 Negotiable instrument as writing, Transportation, 2-204:215 2-201:119, 2-201:120 Oral agreement preceding execution No contract formed, remedies when, of written contract, 2-204:81 to 2-204:39 2-204:86 Non-Code law, relation to, 2-201:5 to Oral contract, validity of, 2-201:19 to 2-201:7, 2-204:5 2-201:21 Non-Code transactions, 2-204:10, Parol evidence, 2-201:39 to 2-201:44 2-204:11 Parol or extrinsic evidence. Parol Noncompliance with UCC 0167 Evidence, this index 2-201, effect of, **2-201:16 to** Parties to contract, 2-204:17 2-201:32 Performed contract, 2-201:17 Novation, 2-204:36 Place of formation, 2-204:25 Objective intent, 2-204:71 to

Plant capacity, 2-204:220

2-204:75

FORM AND FORMATION OF SALES—Cont'd	FORM AND FORMATION OF SALES—Cont'd
Pleading and practice, <b>2-201:33 et</b> seq.	Signing of writing, <b>2-201:121 to 2-201:129</b>
Post-sale writings, <b>2-204:96 to 2-204:98</b>	Statute of Frauds, this index Strict construction of UCC 0167
Practical considerations, <b>2-201:3</b> Price	2-201, <b>2-201:13</b> Supplier, obtaining goods from,
Generally, <b>2-204:105 to 2-204:110</b> Erroneous statement, <b>2-204:110</b>	2-204:132 Time not of the essence, 2-204:181
Excessive, <b>2-204:108</b>	Time of formation of contract
Fluctuating, <b>2-204:107</b> Government price control,	Generally, <b>2-204:23</b> Indefinite, <b>2-204:24</b>
2-204:109	Time of performance, 2-204:177 to
Medium of payment of price, <b>2-204:106</b>	<b>2-204:182</b> Time of the essence, <b>2-204:180</b>
Open terms, <b>2-204:204 to 2-204:208</b>	Unenforceable claim or defense, <b>2-201:18</b>
Promissory estoppel as substitute for consideration, <b>2-204:20</b> , <b>2-204:21</b>	Unilateral contracts, <b>2-204:12</b> Usage of trade, <b>2-204:150</b> , <b>2-204:151</b> Value of goods, seller's recovery of,
Questions of fact, 2-201:55 to 2-201:63, 2-204:59	2-201:32
Questions of law, 2-201:55, 2-201:64 to 2-201:67, 2-204:50, 2-204:60 to 2-204:62	Variation from contract standard, 2-204:221, 2-204:222 Waiver and estoppel, 2-204:40 to 2-204:46
Rationale, 2-201:4, 2-204:3	Writing, form of
Receipt and acceptance of goods, 2-204:130	Generally, 2-201:110 to 2-201:120
Reformation of contract; burden of proof, <b>2-204:49</b>	Integration of separate writings, 2-201:113 to 2-201:118
Relation to other Code sections, 2-204:4	Negotiable instrument as writing, 2-201:119, 2-201:120
Remedies when no contract formed, 2-204:39	Signing by agent, 2-201:130 to 2-201:139
Repeated transactions, 2-204:133	Signing of writing, <b>2-201:121 to 2-201:129</b>
Reverse-side statements, <b>2-204:92 to 2-204:94</b>	Sufficiency, 2-201:111, 2-201:112
Sales, this index	FRANCHISES
Scope of suggestions, <b>2-201:2</b> , <b>2-204:2</b>	Hybrid contracts, 2-105:140 to 2-105:146
Seals, <b>2-203</b> , <b>2-203</b> :1 to <b>2-203</b> :5 Separate writings, <b>2-204</b> :95	Statute of frauds, 2-201:78 to 2-201:80
Shrinkwrap license agreements, <b>2-204:99, 2-204:100</b>	Sufficient statement of quantity, 2-201:183
Signature of parties, <b>2-204:101 to 2-204:104</b>	FRAUD
Signing by agent, 2-201:130 to 2-201:139	Formation of contract, <b>2-204:30 to 2-204:34</b>

#### FRAUD-Cont'd

Offer and acceptance; fraud and warranty liability distinguished, 2-206:20

Parol evidence, 2-202:136 to 2-202:139

Validity of oral contract, 2-201:21

#### **FUNGIBLE GOODS**

Sale defined. 2:106:14

Transferability, future goods, lot and commercial unit, 2-105:22

#### GAS

Oil and Gas, this index

Sales distinguished, 2:106:12 Transfer by, 2:106:27

#### GOOD FAITH

Generally, 2-103:46 to 2-103:57 Compliance with trade customs violating law, **2-103:50** 

Evidence of trade custom, 2-103:57

Exclusions, 2-103:48

Form and formation of sales, 2-201:11

Implied terms, 2-103:52

Insistence on performance of contract terms, 2-103:49

Investigation, absence of, **2-103:53** 

Ouestions of fact, 2-103:55

Questions of law, 2-103:56

Standards required by law, 2-103:54

Trade customs, 2-103:50, 2-103:51, 2-103:57

# **GOODS**

Sales, this index

# **GOVERNMENT CONTRACTS**

Article 2 application to, **2-101:11** 

## **GUARANTIES**

Parol evidence, 2-202:33

#### HYBRID CONTRACTS

Generally, 2-105:78 to 2-105:168

Accessory goods, 2-105:81 All circumstances relevant to classification, 2-105:96

# HYBRID CONTRACTS—Cont'd

Analogy, Article 2 application by, 2-105:98

Beauty parlor operations, 2-105:135

Billing for time, 2-105:92 to

2-105:94

Blood, 2-105:136, 2-105:137

Business assets, 2-105:122

Business of supplier, 2-105:95

Classification

Generally, 2-105:79

Agreement, by, 2-105:97

All circumstances relevant,

2-105:96

Dominant element test, according to, 2-105:84

Relevancy, 2-105:80, 2-105:83

Taxation irrelevant, **2-105:80** 

Computer hardware and software, 2-105:123

Construction

Generally, 2-105:124

Materials, 2-105:125

Plant construction, 2-105:111

Services contract, 2-105:101

Crop spraying, **2-105:103** 

Currency exchange, 2-105:126

Dealerships, 2-105:140 to 2-105:145

Design by seller, 2-105:127

Distributorships, 2-105:140 to

2-105:145

Divisibility, 2-105:99, 2-105:100

Dominant element test

Classification according to,

2-105:84

Franchises, 2-105:142

Guidelines for application,

2-105:89, 2-105:90

Rejection of, 2-105:86

Specially manufactured goods,

2-105:157

Variations, **2-105:85** 

Electricity, 2-105:138, 2-105:139

Equipment, **2-105:128** 

Fabrication, 2-105:129

Financing arrangement, 2-105:104

Franchises, 2-105:140 to 2-105:146

Goods, found to be predominantly for sale of, **2-105:88** 

Art. 2 Index-16

# HYBRID CONTRACTS—Cont'd Interior decorating, 2-105:105 Labor and materials, 2-105:106 Medical service and patient care. 2-105:108 Medicine and drugs, 2-105:130 Miscellaneous transactions, 2-105:121 Mixed property, 2-105:166 to 2-105:168 Photograph prints, 2-105:109 Pipeline supply, **2-105:110** Plant construction, 2-105:111 Plant contracts, 2-105:162 to 2-105:165 Printing, 2-105:112 Problem solutions, 2-105:113 2-105:131 Professional services, 2-105:115 Relative importance of services, 2-105:91 Renovations, 2-105:116 Repairs, 2-105:159 to 2-105:161 School contracts, 2-105:117

# **INVESTIGATIONS**

GOODS

2-105:153

2-202:75

**INSURANCE** 

INTENT

INSTRUCTION MANUAL

Parol evidence, 2-202:63

INTEGRATION CLAUSE

Contractual Intent, this index

Hybrid contracts, 2-105:105

INTERNATIONAL SALES OF

2-206:65, 2-207:51

Acceptance, 2-206:51, 2-206:57,

Additional terms in acceptance or

confirmation, 2-207:51

INTERIOR DECORATING

Parol evidence and consistent terms,

Parol evidence, 2-202:81, 2-202:170

Parol evidence, 2-202:46 to 2-202:51

Good faith and absence of, 2-103:53

Form and formation of sales, 2-201:7

# Article 2 applicability, **2-105:56 to**

Firm offers, 2-205:22

Hybrid contracts, 2-105:82

INVESTMENT SECURITIES

2-105:58

# **INVOICES**

Additional terms in acceptance or confirmation, 2-207:65 to 2-207:67

Parol evidence, 2-202:64

# JOINT VENTURES

Sales distinguished, 2:106:15, 2:106:16

# JUDICIAL SALE

Involuntary transfers of title, 2-102:25

# JURY INSTRUCTIONS

Additional terms in acceptance or confirmation, 2-207:18

# INSTALLATION Hybrid contracts, 2-105:147 to

Installation, 2-105:147 to 2-105:153 International sale of goods, **2-105:82** Manuscript preparation, **2-105:107** 

Processing of materials, 2-105:114,

Services, found to be predominantly for, 2-105:87

Servicing contacts, 2-105:118 Software, 2-105:119, 2-105:123 Specially manufactured goods,

2-105:154 to 2-105:158 Subcontractor, 2-105:102

Supervision and training by seller, 2-105:132

Systems and plants, 2-105:162 to 2-105:165

Telephone listing, 2-105:120 Training and supervision by seller, 2-105:132 Trees. 2-105:133

#### IMPLIED TERMS

Parol evidence, 2-202:72

#### INDEMNIFICATION

Material alteration; additional terms in acceptance or confirmation. 2-207:82

#### LABOR AND MATERIALS

Hybrid contracts, 2-105:106

#### LEASES

Article 2 applicability, **2-105:67 to 2-105:71** 

Financing lease, **2:106:11**Pre-Article 2A leases, **2-102:14**Sales, leases held to be, **2-102:16** 

#### **LEGALITY**

Contractual intent

Generally, **2-204:111 to 2-204:119** Compliance with government stan-

dards, 2-204:118
Disclosure requirements, 2-204:119

Divisibility of contract, **2-204:113** Interest rate, **2-204:115** 

License, requirement of, 2-204:116

Preemption, 2-204:112

Seller's knowledge of buyer's unlawful conduct, **2-204:117** 

Statutory violation, 2-204:114

# **LICENSES**

Article 2 applicability, **2-105:60 to 2-105:62** 

Legality, 2-204:116

Shrinkwrap license agreements, 2-204:99, 2-204:100

# LIMITATION OF LIABILITY

Material alteration; additional terms in acceptance or confirmation, 2-207:83

## **LOANED GOODS**

Article 2 applicability, 2-105:69

# **MAIL**

Acceptance by, 2-206:64, 2-206:65

### MANUFACTURERS AND MANUFACTURING

Seller, 2-103:41, 2-103:42, 2-104:65, 2-104:66

Specially manufactured goods
Article 2 applicability, **2-105:75**Custom-made goods, **2-201:310**, **2-201:311** 

Defined, 2-201:315

# MANUFACTURERS AND MANUFACTURING—Cont'd

Specially manufactured goods
—Cont'd

Hybrid contracts, 2-105:154 to 2-105:158

Manufacturing defined, 2-201:314

Modification of contract,

2-201:317

Name of buyer, goods bearing, **2-201:309** 

Nonresellable goods, 2-201:308 to 2-201:312, 2-201:318, 2-201:319

Statute of frauds, **2-201:307 to 2-201:319** 

Substantial beginning defined, 2-201:313

Third person, manufacturing by, 2-201:316

### MANUSCRIPTS

Preparation; hybrid contracts, **2-105:107** 

#### MARITIME CONTRACTS

Transactions in goods, 2-102:23

## **MATERIAL ALTERATION**

Additional terms in acceptance or confirmation, 2-207:74 to 2-207:91

# MEDICAL SERVICES

Hybrid contracts, 2-105:108

## **MEDICATIONS**

Drugs, this index

# MERCHANTS

Absence of continuity not controlling, **2-104:39** 

Alternative tests; definitions, **2-104:24** 

Animals, seller of, **2-104:46** 

Applicability of definition, 2-104:3

Auctioneer, 2-104:62

Buyer, 2-104:42, 2-104:43

Case-by-case determination of merchant status, **2-104:45** 

Casual seller, 2-104:56-2-104:58

Construction of merchant's contracts, **2-104:6** 

Art. 2 Index-18

MERCHANTS—Cont'd	MERCHANTS—Cont'd
Consumer goods, <b>2-104:47</b>	Questions of law or fact, 2-104:16 to
Continuity of transactions, <b>2-104:38</b> , <b>2-104:39</b>	<b>2-104:18</b> Repeating seasonal seller, <b>2-104:40</b> ,
Contracts	2-104:41
Construction of contracts, 2-104:6	Retail seller, <b>2-104:55</b>
Particular contract specifications, <b>2-104:26</b>	Scope and suggestions, <b>2-104:2</b> Seasonal seller, repeating, <b>2-104:40</b> ,
Contracts between. Between Merchants, this index	2-104:41 Secured creditor, 2-104:63
Dealer status test of merchant character, 2-104:27, 2-104:28	Services providers distinguished, 2-104:54
Definitions, 2-104, 2-104:1 et seq.	Significant, when status is, <b>2-104:4</b>
Dictionary definition distinguished, 2-104:25	Split status, <b>2-104:22</b>
Employment of merchant agent, <b>2-104:31, 2-104:32</b>	Sufficiency of evidence, <b>2-104:15</b> Swimming pools, sellers of, <b>2-104:52</b>
Equipment and building materials, sellers of, <b>2-104:48</b>	Systems, sellers of, <b>2-104:53</b> Used equipment, <b>2-104:59-2-104:61</b>
Failure to satisfy definition of, 2-104:23	MIDDLEMAN
Familiarity with trade, 2-104:33, 2-104:34, 2-104:36, 2-104:37	Buyer Generally, <b>2-103:17</b>
Farmers, this index	Direct shipment to middleman's
Financing agency distinguished,	customer, <b>2-103:18</b>
2-104:13	Seller
Firm Offers, this index, <b>2-205</b>	Generally, <b>2-103:43</b>
Food, sellers of, <b>2-104:50</b>	Merchants, <b>2-104:67</b>
Goods, as to, <b>2-104:21</b>	Transfer of title from supplier to
Government seller, <b>2-104:64</b>	buyer, <b>2-103:44</b>
"Holds oneself out" test of merchant status, <b>2-104:29</b> , <b>2-104:30</b>	MINERALS
Inadequate or limited familiarity with trade, <b>2-104:37</b>	Severance of goods from realty and recording, <b>2-107:19</b> , <b>2-107:20</b>
Interplay of merchant status test, 2-104:35	Transferability, future goods, lot and commercial unit, <b>2-105:45</b> ,
Judicial treatment of, 2-104:5	2-105:46
Limited or inadequate familiarity with trade, <b>2-104:37</b>	MISSING TERMS Contractual intent, 2-204:145 to
Loss of merchant status, <b>2-104:7</b>	2-204:151
Manufacturer, 2-104:65, 2-104:66	
Middleman, 2-104:67	MISTAKES
Motor homes, sellers of, 2-104:51	Formation of contract
Motor vehicles, sellers of, <b>2-104:51</b>	Generally, 2-204:30 to 2-204:34
Multiple bases for merchant status, <b>2-104:44</b>	Absence of duty to instruct other contracting party, <b>2-204:34</b>
Official Code Comment, 2-104:1	Clerical errors; waiver and estop-
Particular persons as, 2-104:20,	pel, <b>2-204:45</b>
2-104:46-2-104:67	Failure to read contract; unilateral
Proof of merchant status, <b>2-104:14</b>	mistake, <b>2-204:33</b>

# MISTAKES—Cont'd

Formation of contract—Cont'd Knowledge of mistake in offer; questions of fact, **2-204:59** 

Unilateral, 2-204:32, 2-204:33

Mutual, 2-206:28

Offer and acceptance, 2-206:25 to 2-206:28

Parol evidence, 2-201:43, 2-202:140 to 2-202:144

Unilateral, **2-204:32**, **2-204:33**, **2-206:27** 

#### MOBILE HOMES

Sellers of. 2-104:51

#### "MORE OR LESS" TERMS

Formation of agreement, **2-204:217 to 2-204:222** 

### MOTOR VEHICLES

Sellers of, 2-104:51

#### NARCOTIC DRUGS

Regulations of sales, **2-101:41**, **2-101:42** 

### NEGOTIABLE INSTRUMENTS

Statute of frauds and payment by, **2-201:285 to 2-201:288** 

Writing, as; form and formation of sales, **2-201:119** 

### **NOVATION**

Formation of contract, 2-204:36

## **OBJECTIONS**

Additional terms in acceptance or confirmation, 2-207:116 to 2-207:121

Contracts between merchants; objection to confirmatory writing, 2-201:221 to 2-201:234

# OFFER AND ACCEPTANCE

Generally, **2-206**, **2-206**:1 to **2-206**:78

Acceptance, generally, **2-206:35 to 2-206:78** 

Additional terms in acceptance or confirmation

Generally, 2-207, 2-207:1 to 2-207:151

# OFFER AND ACCEPTANCE —Cont'd

Additional terms in acceptance or confirmation—Cont'd

Absence of conflict between later term and prior offer or agreement, **2-207:46** 

Acceptance of offer, 2-207:34

Additional term, **2-207:71 to 2-207:107** 

Applicability, 2-207:25 to 2-207:51

Assent to offeree's, when acceptance made expressly conditional on offeror's, 2-207:26 to 2-207:31

Burden of proof, 2-207:14 to 2-207:17

Choice of law, 2-207:97

Common terms, formation of contract on, 2-207:128, 2-207:129

Conduct, formation and terms of contract by, 2-207:148 to 2-207:151

Conflicting forms, 2-207:32 Construction of UCC 0167 2-207, 2-207:6

Contractual intent requirement, 2-207:9, 2-207:10

Counteroffers, 2-207:42, 2-207:131 to 2-207:136

Course of dealing, 2-207:151

Course of dealing negating materiality, **2-207:99** 

Custom or usage of trade negating materiality, **2-207:100** 

Different and additional term compared, 2-207:104 to 2-207:107

Effect of, 2-207:127 to 2-207:147

Erroneous application of UCC 0167 2-207, **2-207:7** 

Estoppel, judicial misuse of terms, 2-207:11

Exact acceptance, offer requiring, 2-207:47 to 2-207:49

Exclusion; burden of proof, **2-207:16** 

Exclusions, 2-207:38 to 2-207:51

# OFFER AND ACCEPTANCE —Cont'd Additional terms in acceptance or confirmation-Cont'd Existence of written contract, 2-207:39, 2-207:40 Express statement of implied term, 2-207:102 Gap filling, 2-207:130 International sales of goods, 2-207:51 Invoices, 2-207:65 to 2-207:67 Jury instructions, 2-207:18 "Knock-out" rule, 2-207:105 to 2-207:107 Later writing lacking intent to accept prior offer or confirm prior agreement, 2-207:45 Later writing purports to confirm prior contract, necessity of existing contract when, 2-207:8 Legal effect, absence of, 2-207:101, 2-207:102 Location of additional term Generally, 2-207:52 to 2-207:70 Confirmation, additional term in, 2-207:55 to 2-207:60 Invoices, 2-207:65 to 2-207:67 Subsequent form, additional term in, 2-207:61 to 2-207:70 Material alteration, 2-207:74 to 2-207:103 Materiality, 2-207:17, 2-207:73 New contract, confirmation versus offer of. 2-207:33 Non-Code Law. 2-207:3 Nonsale transactions, 2-207:35 to 2-207:37 No prior offer or agreement, 2-207:38 Objection to additional term, 2-207:116 to 2-207:121 Official Code Comment, 2-207:1

# OFFER AND ACCEPTANCE —Cont'd Additional terms in acceptance or confirmation—Cont'd Practical considerations, 2-207:4 Practice and procedure, 2-207:13 to 2-207:24 Ouestions of fact, 2-207:19 to 2-207:22 Questions of law, 2-207:19, 2-207:23, 2-207:24 Rationale, 2-207:5 Reconciliation of conflicting contract versions, 2-207:145 to 2-207:147 Response to additional term Generally, 2-207:108 to 2-207:126 Acceptance of additional term, 2-207:122 to 2-207:126 Failure to reply, **2-207:110** 2-207:115 Objection to additional term, 2-207:116 to 2-207:121 Reply, 2-207:108, 2-207:109 Rival forms, 2-207:143 Scope and suggestions, 2-207:2 Service contract, 2-207:44 Statute of frauds distinguished, 2-207:12 Statute of limitations, 2-207:95 Submission of later draft, 2-207:43 Supplementary terms, 2-207:150, 2-207:151 Unseen additional term, 2-207:50 Waiver and estoppel, judicial misuse of terms, 2-207:11 Warranty disclaimer, 2-207:96 Advertisements, 2-206:19, 2-206:20 Agent, communication of acceptance to, 2-206:55 Communication of acceptance, 2-206:54, 2-206:55 Communication of offer, 2-206:24 Conditional acceptance, 2-206:41, 2-206:42 Conduct as acceptance, 2-206:43 to

2-206:49

2-207:136

Counteroffers, 2-207:131 to

Performance, 2-207:98

Pending offer, rejection of,

2-207:41

Part of contract, additional term as,

2-207:137 to 2-207:144

2-207:122 to 2-207:126

#### OFFER AND ACCEPTANCE OFFER AND ACCEPTANCE -Cont'd —Cont'd Defined, 2-206:13 to 2-206:16 Location of additional term—Cont'd Confirmation, additional term in, Elements of contract, 2-206:3 2-207:55 to 2-207:60 Evidence, sufficiency of, 2-206:8 Invoices, 2-207:65 to 2-207:67 Exceptions to acceptance, 2-206:66 Subsequent form, additional term to 2-206:69 in, 2-207:61 to 2-207:70 Exceptions to offer, 2-206:17 to Mail, acceptance by, 2-206:64, 2-206:23 2-206:65 Firm offers Manner of acceptance, 2-206:56 to Generally, 2-205, 2-205:1 to 2-206:65 2-205:22 Mistakes, 2-206:25 to 2-206:28 Applicability, 2-205:9 to 2-205:15 Mutual mistake, 2-206:28 Computation of time, 2-205:19 Necessity of acceptance, 2-206:36 Duration, 2-205:16, 2-205:16 to Nonconforming goods; prompt ship-2-205:18 ment, 2-206:76 Intent to make, 2-205:14 Objective intent controlling, 2-206:4 International sale of goods, Objective standard for acceptance, 2-205:22 2-206:38 Irrevocable offer, 2-205:3 Offer, generally, 2-206:12 to Limitations, 2-205:21 2-206:34 Merchant defined, 2-205:10 Official Code Comment, 2-206:1 Nature of, 2-205:16 to 2-205:22 Partial shipment, 2-206:78 Non-merchant, offer by, 2-205:12 Performance, preparation for, 2-206:44 Offeree's form, on, 2-205:20 Practical considerations, **2-206:5** Official Code Comment, 2-205:1 Price quotations Oral offer, 2-205:11 Exceptions to offer, 2-206:21 to Promissory estoppel, 2-205:4 2-206:23 Questions of fact, 2-205:6, 2-205:8 Expressly manifesting offering Questions of law, **2-205:6**, **2-205:7** intent, 2-206:15 Revocability, 2-205:5 Subcontractor, of, 2-206:16 Scope and suggestions, 2-205:2 Promissory estoppel as bar to revoca-Third person, approval by, tion of offer, 2-206:32 2-205:15 Prompt shipment, acceptance of order Three months, for more than, for, 2-206:70 to 2-206:78 2-205:17, 2-205:18 Questions of fact, **2-206:9**, **2-206:10** Written offer by merchant, Questions of law, **2-206:9**, **2-206:11** 2-205:15 Receipt of goods without objection, Fraud and warranty liability 2-206:48, 2-206:49 distinguished, 2-206:20 Reconciliation of conflicting contract International sales of goods. versions, 2-207:145 to 2-206:51, 2-206:57, 2-206:65, 2-207:147 2-207:51 Request distinguished from condi-Invitation to negotiate, 2-206:18 tion, 2-206:42 Late acceptance of new offer, Response to additional term 2-206:30 Generally, 2-207:108 to 2-207:126 Location of additional term Acceptance of additional term,

Generally, 2-207:52 to 2-207:70

#### OFFER AND ACCEPTANCE OPEN TERMS—Cont'd -Cont'd Parol evidence, 2-202:61 Response to additional term—Cont'd Price and payment, 2-204:204 to Failure to reply, **2-207:110** 2-204:208 2-207:115 Production of goods, 2-204:209 Objection to additional term, Ouality, 2-204:214 2-207:116 to 2-207:121 Quantity, 2-204:210 to 2-204:213 Reply, 2-207:108, 2-207:109 Remedy, availability of, 2-204:190 Revocation of offer, 2-206:31, Time, 2-204:215 2-206:32 Total definiteness not required of Salesperson, transaction with, contract, 2-204:184, 2-204:185 2-206:33, 2-206:34 Transportation, **2-204:215** Scope and suggestions, 2-206:2 **OUTPUT CONTRACTS** Shipment of goods, 2-206:45 Content of writing, 2-201:179, Signatures and acceptance, 2-206:47, 2-201:180 2-206:63 Statute of frauds, 2-201:77 Silence, 2-206:40 Specified manner of acceptance, PAROL EVIDENCE 2-206:58 to 2-206:62 Generally, 2-201:39 to 2-201:44, Termination of offer, 2-206:29 2-202 Time for acceptance, 2-206:50, Additional terms 2-206:51 Exclusive writings and, 2-202:71 Transfer of title distinguished, to 2-202:88 2-206:6 Final incomplete writings and, Unambiguous indication acceptance 2-202:89 to 2-202:107 must be as specified, 2-206:7 Incomplete writings and, **2-202:70** Unilateral mistake, 2-206:27 Admissibility, limitations on, Untimely attempt to accept, 2-206:53 2-201:44, 2-202:119 Admissions, 2-201:294 OIL AND GAS Ambiguity Severance of goods from realty and Generally, 2-202:145 to 2-202:179 recording, 2-107:19, 2-107:20 Applicability of rule, 2-202:20, **OPEN TERMS** 2-202:123 Generally, 2-204:183 to 2-204:216 Conduct of parties in performance Anti-gap intention, 2-204:187 of contract, 2-202:158 Delivery, 2-204:201 Course of dealings and usage of Description of goods, 2-204:202 trade, 2-202:159 to 2-202:176 Erroneous completion distinguished, Description, 2-202:148 2-204:199 Insurance, 2-202:170 Essential, sale as, 2-204:193 Nature of transaction, 2-202:149 Existence of sales contract, determi-Performance, 2-202:150, nation of, 2-204:192 2-202:171 Gap as negating contract, **2-204:191** Plausibility, **2-202:156** Gap filling, 2-204:188, 2-204:189, Price, 2-202:151 2-204:194 Quantity, **2-202:152** Land, 2-204:203 Rejection of goods, 2-202:174 Minimal requirements, 2-204:186 Return of goods, **2-202:175** Missing term, determining, Satisfaction, 2-202:153 2-204:195 to 2-204:197, 2-204:198 Storage of goods, **2-202:176**

#### PAROL EVIDENCE—Cont'd PAROL EVIDENCE—Cont'd Ambiguity—Cont'd Exclusive statement, writing as final or. Writing as final or exclusive Subsequent modification of contract, 2-202:177 to statement, below 2-202:179 Exclusive writings and additional terms, 2-202:71 to 2-202:88 Time, 2-202:154 Existence of contract and applicabil-Unambiguous contracts, 2-202:157 ity of, 2-202:117 Usage of trade, course of dealings Explanation of terms, not applicable and, 2-202:159 to 2-202:176 to, 2-201:121 to 2-201:128 Warranties, 2-202:155 Final incomplete writings and Applicability of, 2-202:16 to additional terms, 2-202:89 to 2-202:36, 2-202:116 to 2-202:107 2-202:179 Final or exclusive statement, writing Background of contract, 2-201:120 as. Writing as final or exclusive Bill of sale, 2-202:62 statement, below Burden of proof, 2-202:66 Fraud. 2-202:136 to 2-202:139 Collateral undertaking, 2-202:26 Guaranties; inconsistent terms, Complete versus partial integration, 2-202:33 2-202:70 Implied terms, **2-202:72** Condition precedent to contract, Incomplete writings, 2-202:70, proof of, 2-202:73 2-202:131, 2-202:132 Consistent terms Inconsistent terms Additional terms Additional terms Exclusive writings and, Exclusive writings and, 2-202:74 to 2-202:76 2-202:77 to 2-202:88 Final incomplete writings and, Final incomplete writings and, 2-202:91 to 2-202:1104 2-202:105 to 2-202:107 Non-final non-exclusive writing, Non-final non-exclusive writing, 2-202:109 to 2-202:112 2-202:113 to 2-202:115 Applicability of rule, 2-202:27 to Applicability of rule, 2-202:23 to 2-202:26 2-202:34 Installation; consistent terms, Construction, rules of, 2-202:58 to 2-202:75 2-202:65, 2-204:170 Instruction manual, 2-202:63 Contemporaneous writings, 2-202:53 Insurance, 2-202:81, 2-202:170 to 2-202:55 Integration clause, 2-202:46 to Contractual intent, existence of, 2-202:51 2-202:5 Invoices and receipts, 2-202:64 Defenses to written contract, 2-202:133 Mistakes, 2-201:43, 2-202:140 to 2-202:144 Description of goods and inconsistent terms, 2-202:30 Necessity of writing, 2-202:19 Nonexistence of contract and Displacement of non-Code parol eviapplicability of, 2-202:118 dence rule with respect to sale of goods, 2-202:7 Official Code Comment, 2-202:1 Open terms, 2-202:61 Duty, condition to existence of, 2-202:135 Option, 2-201:42 Encumbrances, 2-202:80 Partial integration, 2-202:70 Exceptions to application, 2-202:116 Parties bound by writing, 2-202:35,

2-202:36

to 2-202:179

#### PAROL EVIDENCE—Cont'd PAROL EVIDENCE—Cont'd Performance Writing as final or exclusive state-Ambiguity, 2-202:150, 2-202:171 ment—Cont'd Construction, rules of, 2-202:58 to Applicability, 2-202:127 2-202:65 Consistent terms, 2-202:98 Contemporaneous writings, Inconsistent terms, 2-202:32, 2-202:53 to 2-202:55 2-202:83, 2-202:114 Determination of, 2-202:39 Pleading and practice, 2-201:39 to Experience of contracting parties, 2-201:44 2-202:41 Practical applications, 2-202:5 Identity of party preparing writing, Practical considerations, **2-202:3** 2-202:40 Price, 2-201:40, 2-202:31, 2-202:151 Instruction manual, 2-202:63 Privity, persons not in, 2-202:36 Integration clause, 2-202:46 to Purchase orders, 2-202:65 2-202:51 Quantity, 2-201:41, 2-202:110 Invoices and receipts, 2-202:64 Questions of fact, 2-202:10, Omission of terms, 2-202:44. 2-202:11, 2-202:67, 2-202:68 2-202:45 Questions of law, **2-202:10**, **2-202:12** Open terms, 2-202:61 to 2-202:15, 2-202:67, 2-202:69 Purchase orders, 2-202:65 Receipts, 2-202:64 Questions of fact, 2-202:67, Rejection of goods, 2-202:174 2-202:68 Removal of goods, 2-202:79 Questions of law, 2-202:67, Return of goods, 2-202:76, 2-202:84, 2-202:69 2-202:175 Receipts, 2-202:64 Sales, 2-202 Significance of character of, 2-202:38 Scope and suggestions, 2-202:2 Service charges, 2-202:86 Supersession clause, 2-202:52 Source of goods, 2-202:87 Trade terms, **2-202:60** Writing itself, 2-202:42 to Storage of goods, **2-202:176** 2-202:45 Subsequent modification of contract, 2-202:177 to 2-202:179 PART PERFORMANCE Substantive nature, 2-202:8 Statute of frauds, 2-201:245 to Supersession clause, 2-202:52 2-201:247 Termination of contract, 2-202:34 **PAYMENTS** Trade terms, 2-202:60 Parol evidence, 2-202:31, 2-202:82 Waiver and estoppel, **2-202:9** Statute of Frauds, this index Warranties Ambiguity, 2-202:155 PERFORMANCE Applicability, 2-202:33, 2-202:128 Acceptance and preparation for, Consistent terms, 2-202:104, 2-206:44 2-202:112 Additional terms in acceptance or Inconsistent terms, 2-202:88, confirmation, **2-207:98** 2-202:115 Good faith and insistence on perfor-Writing as final or exclusive statemance of contract terms, ment 2-103:49 Generally, 2-202:37 to 2-202:69 Material alteration; additional terms Bill of sale, 2-202:62 in acceptance or confirmation, Burden of proof, **2-202:66** 2-207:85

#### PERFORMANCE—Cont'd

Parol evidence

Ambiguity, 2-202:150, 2-202:171

Applicability, 2-202:127

Consistent terms, 2-202:98

Inconsistent terms, 2-202:32,

2-202:83, 2-202:114

Part performance; statute of frauds,

2-201:245 to 2-201:247,

2-201:246

Preparation for; contractual intent,

2-204:128

Seller; performer of services,

2-103:27

State of, 2-101:15

Time of performance; construction of contract, **2-204:177 to** 

2-204:182

#### **PHOTOGRAPHS**

Prints; hybrid contracts, 2-105:109

#### PIPELINE SUPPLY

Hybrid contracts, 2-105:110

## PLANT CAPACITY

Form and formation of sales, 2-204:220

## PLANT CONTRACTS

Hybrid contracts, **2-105:162 to 2-105:165** 

## **PLEADINGS**

Admissions, **2-201:298**, **2-201:299** Form and formation of sales,

2-201:33 et seq.

#### **PREEMPTION**

Formation of agreement and legality, 2-204:112

## PRESENT SALE

Definitions and index of definitions, 2-106, 2-106:1 et seq.

#### PRICE

Commercial unit, 2-105:12

Consideration and, 2:106:21 to

2:106:27

Formation of agreement

Generally, 2-204:105 to 2-204:110

Erroneous statement, 2-204:110

## PRICE—Cont'd

Formation of agreement—Cont'd

Excessive, **2-204:108** 

Fluctuating, **2-204:107** 

Government price control,

2-204:109

Medium of payment of price,

2-204:106

Open terms, 2-204:204 to

2-204:208

Offer and Acceptance, this index

Parol evidence, 2-201:40, 2-202:31,

2-202:151

Purchase price not subject to Article

2, **2-105:52 to 2-105:55** 

Taxation, 2-101:29

Usury and time-price differential,

2-101:45, 2-101:46

#### **PRINTING**

Hybrid contracts, 2-105:112

#### **PRIVITY**

Confusion caused by; manufacturer, 2-103:42

Parol evidence; persons not in privity, **2-202:36** 

## PROCESSING OF MATERIALS

Hybrid contracts, 2-105:131

## PROFESSIONAL SERVICES

Hybrid contracts, 2-105:115

### PROMISSORY ESTOPPEL

Consideration, as substitute for, 2-204:20, 2-204:21

Firm offers, 2-205:4

Offer, bar to revocation of, 2-206:32

Statute of Frauds, this index

## PROMISSORY NOTES

Payment, as, 2-201:288

### **PROPERTY**

Real Property, this index

## **PURCHASE ORDERS**

Parol evidence, 2-202:65

#### **QUANTITY**

Content of writing, 2-201:174 to

2-201:187

Open terms, 2-204:210 to 2-204:213

Art. 2 Index-26

QUANTITY—Cont'd	REAL PROPERTY—Cont'd
Parol evidence, <b>2-201:41</b> , <b>2-202:110</b>	2-107:23, 2-107:24
QUESTIONS OF LAW OR FACT	Goods, transactions found not to be for, <b>2-102:24</b>
Additional terms in acceptance or	Goods attached to, 2-105:38
confirmation, 2-207:19 to 2-207:24	Severance of goods from realty and
	recording
Agreements, 2-106:7	Generally, 2-107, 2-107:1 to
Between merchants, 2-104:16 to 2-104:18	2-107:26
Cancellation, <b>2-106:7</b>	Buildings, 2-107:21, 2-107:22
Conforming goods, <b>2-106:43</b>	Buyer or seller, severance by
Conforming to contract, <b>2-106:7</b>	either, <b>2-107:6</b>
Contracts, <b>2-106:7</b>	Crops, <b>2-107:17</b> , <b>2-107:18</b>
Definitions and index of definitions,	Fixtures and things removable
2-103:3	without damage to realty,
Farmers, <b>2-104:80</b> , <b>2-104:81</b>	2-107:23, 2-107:24
Financing agency, <b>2-104:06</b> to	Future crops, <b>2-107:18</b>
2-104:18	Growing crops, <b>2-107:17</b>
Firm offers, <b>2-205:6 to 2-205:8</b>	Material harm, without, 2-107:7
Form and formation of sales	Minerals, oil and gas, <b>2-107:19</b> ,
Questions of fact, 2-201:55 to	2-107:20
2-201:63	1972 change, reasons for, <b>2-107:2</b>
Questions of law, 2-201:64 to	Official Code Comment, 2-107:1
2-201:67	Oil and gas, <b>2-107:19</b> , <b>2-107:20</b>
Formation of contract, <b>2-204:50 to 2-204:62</b>	Other things to be severed, <b>2-107:25, 2-107:26</b>
Good faith	Protection under recording statutes
Questions of fact, 2-103:55	against third persons,
Questions of law, 2-103:56	2-107:10
Merchants, 2-104:16 to 2-104:18	Purpose of UCC 0167 2-107,
Offer and acceptance, 2-206:9 to	2-107:4
2-206:11	Sale or contract to sell, <b>2-107:8</b>
Parol evidence, 2-202:10 to	Scope and suggestions, <b>2-107:3</b>
2-202:15, 2-202:67 to 2-202:69	Seller, severance by, <b>2-107:5</b>
Present sale, <b>2-106:7</b>	Standing timber, 2-107:11 to
Sale, contract for, 2-106:7	2-107:16
Termination, 2-106:7	Third persons, rights of, <b>2-107:9</b>
Transferability, future goods, lot and commercial unit, <b>2-105:24 to</b>	Severing from realty, <b>2-105:37</b> , <b>2-107</b> , <b>2-107:1</b> to <b>2-107:26</b>
2-105:26	Standing timber; severance of goods
REAL ESTATE	from realty and recording, <b>2-107:11 to 2-107:16</b>
Real Property, this index	DECEMBER
REAL PROPERTY	RECEIPTS
Article 2 applicability, <b>2-105:63 to</b>	Contract for sale, 2-201:171
2-105:66	Parol evidence, 2-202:64
Exemption of transactions, <b>2-102:24</b>	RECORDING

Fixtures and things removable without damage to realty,

Sales, severance of goods from realty, **2-107, 2-107:1 to 2-107:26** 

#### REMEDIES SALES—Cont'd Bailments-Cont'd Consumer protection, 2-101:26, Leases and, 2-105:67 to 2-105:71 2-101:27 Transactions in goods, **2-102:12**, RENOVATIONS 2-102:13 Hybrid contracts, 2-105:116 Barter or exchange of goods, 2-106:69, 2-106:70 REPAIRS Between merchants Hybrid contracts, 2-105:159 to Generally, 2-104:8 2-105:161 Applicability of definition, 2-104:3 Statute of frauds, 2-201:97 Construction of, 2-104:9 REPUDIATION OF CONTRACT Contracts between merchants. Statute of frauds, 2-201:273 2-201:188 to 2-201:234 Definitions, 2-104, 2-104:1 et seq. REQUIREMENTS CONTRACTS Official Code Comment, 2-104:1 Content of writing, 2-201:179, 2-201:181 Particular sales, 2-104:10 Statute of frauds, 2-201:77 Ouestions of law or fact. 2-104:16 to 2-104:18 REVERSE-SIDE STATEMENTS Scope and suggestions, 2-104:2 Form of agreement, 2-204:92 to Sufficiency of evidence, 2-104:15 2-204:94 RISK OF LOSS Farmer employing, **2-104:72** Material alteration; additional terms Seller, 2-103:36 in acceptance or confirmation, Buyer 2-207:88 Generally, **2-103:4 to 2-103:23** Agent or employee **SALES** Generally, 2-103:7 Generally, 2-101 et seq. False representation of agency, Additional terms in acceptance or 2-103:9 confirmation. Offer and Acceptance, this index Personal transaction of agent or employee distinguished, Adulteration and false advertising, 2-103:8 2-101:43 Agreed choice of law, 2-101:14 Apparent buyer, 2-103:10 Agreements. Contracts, below Assignee of seller, 2-103:11 Agricultural Commodities Act, Consignee, **2-103:12** 2-101:35 Delivery distinguished, 2-103:6 Animals Direct dealing of middleman's Seller of. 2-104:46 customer with supplier, Transferability, future goods, lot 2-103:19 and commercial unit, **Employee** 2-105:40, 2-105:41 Generally, **2-103:7** Article 2 and other articles, 2-101:7 False representation of agency, Assignee of seller, 2-103:11 2-103:9 Assumption of debt, 2:106:23 Personal transaction of agent or Auctioneer, 2-103:36, 2-104:62 employee distinguished, 2-103:8 **Bailments** Article 2 applicability, 2-105:67 to False representation of agency,

2-103:9

Financer of, **2-103:13** 

Art. 2 Index-28

2-105:71

Distinguished, 2:106:13

0.17.70 O	aa
SALES—Cont'd	SALES—Cont'd
Buyer—Cont'd	Consumer protection—Cont'd
Financing buyer, <b>2-103:14</b>	Damages and remedies, invalidation of consumer's, <b>2-101:27</b>
Government other than United	Form and formation of sales,
States as buyer, <b>2-103:16</b> Merchant buyer, <b>2-104:42</b> ,	2-201:6
2-104:43	Form of agreement, <b>2-204:91</b>
Middleman	Relation of statute to Code,
Generally, <b>2-103:17</b>	2-101:21
Direct shipment to middleman's	Remedies of consumers, <b>2-101:26</b> ,
customer, 2-103:18	2-101:27
Particular persons as, 2-103:7 to	Signature of parties, 2-204:102
2-103:23	Who is not consumer, 2-101:24
Personal transaction of agent or	Consumers, rules governing; excep-
employee distinguished,	tions, <b>2-102:3</b> , <b>2-102:4</b>
2-103:8	Content of writing
Protection, <b>2-101:25</b>	Content of writing, 2-201:154
Receipt of goods, 2-103:5	Content of Writing, this index
Secured creditor as successor in	Contracts
interest, <b>2-103:21</b>	Generally, <b>2-101:17</b>
Successor in interest, <b>2-103:20</b> ,	Additional terms in acceptance or
2-103:21	confirmation. Offer and Acceptance, this index
Traded-in-goods, 2-103:23	Confirmation, <b>2-106:59</b> , <b>2-106:60</b>
United States as, 2-103:15	Conforming to contract, <b>2-106</b> ,
Warranty beneficiary under UCC 0167 2-318, <b>2-103:22</b>	2-106:1 et seq.
Cancellation, <b>2-106</b> , <b>2-106:1</b> et seq.	Construction of, 2-101:19
Certificate-of-title statutes, <b>2-101:36</b>	Content of Writing, this index
Choice of law, agreed, <b>2-101:14</b>	Definitions and index of defini-
Choses in action not subject to	tions, <b>2-106</b> , <b>2-106:1</b> et seq.
Article 2, <b>2-105:59</b>	Form and Formation of Sales, this
CISG, opting out of or into, 2-102:21	index
Classes of buyers, rules governing;	Government contracts, Article 2
exceptions, 2-102:3, 2-102:4	application to, <b>2-101:11</b>
Commercial unit. Transferability,	Hybrid Contracts, this index Intent. Contractual Intent, this
future goods, lot and com-	index
mercial unit, below	Legality of, <b>2-101:37, 2-101:38</b>
Conforming goods, 2:106:33 to	Merchants, contracts between.
2:106:43	Between Merchants, this
Conforming to contract, <b>2-106</b> ,	index
2-106:1 et seq.	Merchants; particular contract
Consignee, 2-103:12	specifications, 2-104:26
Consignment sale, 2-106:44	Merchant's contracts, construction
Construction of Contract, this index	of, <b>2-104:6</b>
Consumer protection	Non-Code law, <b>2-101:18</b>
Generally, 2-101:20 to 2-101:28	Offer and Acceptance, this index
Applicability of statute, 2-101:22	Ordinary contracts not subject to
Buyer protection, 2-101:25	Article 2, <b>2-105:51</b>
Continuity of practice, 2-101:23	Parol Evidence, this index

SALES—Cont'd	SALES—Cont'd
Contracts—Cont'd	Definitions and index of definitions
Resale, purchase for, 2-106:64,	—Cont'd
2-106:65	Questions of law or fact, 2-103:3
Sale, contract for; definitions and	Sale, <b>2-106, 2-106:1 et seq.</b>
index of definitions, <b>2-106</b> ,	Termination, 2-106, 2-106:1 et
2-106:1 et seq.	seq.
Self-service stores, <b>2-106:61 to</b>	Transferability, <b>2-105</b> , <b>2-105</b> :1 et
2-106:63	seq.
Service contracts, <b>2-105:72 to 2-105:77</b>	Delivery
Specially manufactured goods,	Buyer; delivery distinguished, 2-103:6
2-105:75	Sales defined, <b>2:106:10</b>
Statute of Frauds, this index	Diversity action, <b>2-101:13</b>
Supply contract as sale of goods,	Effect of, <b>2:106:19</b>
2-105:47	Equipment, sellers of
Third-party claims, 2-106:66 to	Building materials and equipment,
2-106:68	2-104:48
Criminal law	Used equipment, <b>2-104:59-2-</b>
Generally, <b>2-101:39 to 2-101:42</b>	104:61
Definition of terms, <b>2-101:40</b> , <b>2-101:42</b>	Exchange of goods, 2-106:69,
Narcotic drugs, <b>2-101:41</b> ,	2-106:70
2-101:42	Excluded transactions, <b>2-102</b> , <b>2-102:1</b> to <b>2-102:26</b>
De-emphasis of title in determining	False advertising, <b>2-101:43</b>
issues other than ownership,	Farmers
2-101:6	Generally, <b>2-104:68 to 2-104:81</b>
Definitions and index of definitions	Broker, employing, <b>2-104:72</b>
Generally, 2-103 et seq.	Commercial farmer, 2-104:70,
Agreement, 2-106, 2-106:1 et seq.	2-104:71
Buyer, 2-103:4 to 2-103:23	Experience of, <b>2-104:75 to</b>
Cancellation, <b>2-106</b> , <b>2-106:1</b> et	2-104:77
<b>seq.</b> Commercial unit, <b>2-105, 2-105:1</b>	Merchants, 2-104:49
et seq.	Owner of crops, <b>2-104:79</b>
Conforming to contract, <b>2-106</b> ,	Particular farmers as merchants,
2-106:1 et seq.	2-104:69
Contract, <b>2-106</b> , <b>2-106</b> :1 et seq.	Private sales, <b>2-104:78</b>
Contract for sale, <b>2-106</b> , <b>2-106</b> :1 et	Public sales, <b>2-104:78</b>
seq.	Questions of fact, 2-104:80
Financing agency, <b>2-104</b> , <b>2-104:1</b>	Questions of law, 2-104:81
et seq.	Regularity of sales, 2-104:73,
Future goods, 2-105, 2-105:1 et	2-104:74
seq.	Rules governing; exceptions,
Lot, <b>2-105</b> , <b>2-105</b> :1 et seq.	2-102:3, 2-102:4
Merchant, 2-104, 2-104:1 et seq.	Federal diversity action, 2-101:13
Between merchants, 2-104,	Federal regulation, 2-101:34
2-104:1 et seq.	Final written expression. Parol Evi-
Official Code Comment, <b>2-103:1</b>	dence, this index
Present sale, 2-106, 2-106:1 et seq.	Financer of buyer, 2-103:13

SALES—Cont'd Financing agency	SALES—Cont'd Government seller, 2-104:64
Generally, <b>2-104:11</b> Applicability of definition, <b>2-104:3</b>	History, <b>2-101:3</b> Hybrid Contracts, this index
Definitions, <b>2-104.2-104:1</b> et seq.	Index of definitions. Definitions and
Merchant distinguished, <b>2-104:13</b>	index of definitions, above
Official Code Comment, <b>2-104:1</b>	Integration of separate writings,
Particular persons as, 2-104:12	2-201:113 to 2-201:118
Questions of law or fact, 2-104:16	Intent. Contractual Intent, this index
to 2-104:18	Investment securities not subject to Article 2, <b>2-105:56 to 2-105:58</b>
Scope and suggestions, <b>2-104:2</b> Sufficiency of evidence, <b>2-104:15</b>	Involuntary transfers of titles,
Financing buyer, <b>2-103:14</b>	2-102:25, 2-102:26
Financing lease, 2:106:11	Joint venture distinguished, 2:106:15,
Firm Offers, this index, <b>2-205</b>	2:106:16
Food, sellers of, <b>2-104:50</b>	Judicial sale, <b>2-102:25</b>
Form and Formation of Sales, this	Law governing, <b>2-101:12 to 2-101:16</b>
index	Legality of contract, <b>2-101:37</b> ,
Fungible goods, <b>2-105:22</b> , <b>2:106:14</b>	2-101:38
Future goods. Transferability, future goods, lot and commercial unit,	Licenses not subject to Article 2,
below	2-105:60 to 2-105:62
Gift, transfer by, 2:106:27	Limited interest, transfer of, <b>2:106:20</b>
Gift distinguished, 2:106:12	Lot. Transferability, future goods, lot and commercial unit, below
Good faith	Merchants
Generally, 2-103:46 to 2-103:57	Absence of continuity not control-
Compliance with trade customs	ling, <b>2-104:39</b>
violating law, <b>2-103:50</b> Evidence of trade custom,	Alternative tests; definitions,
2-103:57	2-104:24
Exclusions, <b>2-103:48</b>	Animals, seller of, 2-104:46
Form and formation of sales,	Applicability of definition, <b>2-104:3</b> Auctioneer, <b>2-104:62</b>
2-201:11	Buyer, <b>2-104:42</b> , <b>2-104:43</b>
Implied terms, <b>2-103:52</b>	Case-by-case determination of
Insistence on performance of	merchant status, 2-104:45
contract terms, 2-103:49	Casual seller, <b>2-104:56-2-104:58</b>
Investigation, absence of, <b>2-103:53</b> Questions of fact, <b>2-103:55</b>	Construction of merchant's
Questions of law, <b>2-103:55</b> Questions of law, <b>2-103:56</b>	contracts, <b>2-104:6</b> Consumer goods, <b>2-104:47</b>
Standards required by law,	Continuity of transactions,
2-103:54	2-104:38, 2-104:39
Trade customs, <b>2-103:50</b> ,	Contracts
2-103:51, 2-103:57	Construction of contracts,
Goods, transactions in. Transactions	2-104:6
in goods, below Government contracts, Article 2	Particular contract specifications, <b>2-104:26</b>
application to, <b>2-101:11</b>	Dealer status test of merchant
Government other than United States	character, <b>2-104:27</b> , <b>2-104:28</b>
as buyer, <b>2-103:16</b>	Definitions, 2-104, 2-104:1 et seq.

SALES—Cont'd	SALES—Cont'd
Merchants—Cont'd	Merchants—Cont'd
Dictionary definition distinguished,	Secured creditor, 2-104:63
2-104:25	Services providers distinguished,
Employment of merchant agent, <b>2-104:31, 2-104:32</b>	<b>2-104:54</b> Significant, when status is, <b>2-104:4</b>
Equipment and building materials, sellers of, <b>2-104:48</b>	Split status, <b>2-104:22</b> Sufficiency of evidence, <b>2-104:15</b>
Failure to satisfy definition of, 2-104:23	Swimming pools, sellers of, 2-104:52
Familiarity with trade, 2-104:33, 2-104:34, 2-104:36, 2-104:37	Systems, sellers of, <b>2-104:53</b> Used equipment, <b>2-104:59-2-</b>
Farmers, above	104:61
Financing agency distinguished,	Middleman
2-104:13	Buyer
Firm Offers, this index, <b>2-205</b>	Generally, <b>2-103:17</b>
Food, sellers of, <b>2-104:50</b>	Direct shipment to middleman's
Goods, as to, <b>2-104:21</b>	customer, <b>2-103:18</b>
Government seller, <b>2-104:64</b>	Seller
"Holds oneself out" test of	Generally, <b>2-103:43</b>
merchant status, <b>2-104:29</b> , <b>2-104:30</b>	Merchants, 2-104:67
Inadequate or limited familiarity	Transfer of title from supplier to buyer, <b>2-103:44</b>
with trade, <b>2-104:37</b> Interplay of merchant status test,	Minerals, structures and the like, <b>2-105:45</b> , <b>2-105:46</b>
2-104:35	Motor homes, sellers of, 2-104:51
Judicial treatment of, 2-104:5	Motor vehicles, sellers of, 2-104:51
Limited or inadequate familiarity with trade, <b>2-104:37</b>	Non-Code statutes, under, 2:106:17
Loss of merchant status, <b>2-104:7</b>	Non-Code transactions, Article 2
Manufacturer, 2-104:65, 2-104:66	application to, <b>2-101:8 to</b>
Between merchants, above	2-101:10
Middleman, 2-104:67	Nondomestic transactions in goods, 2-102:20 to 2-102:22
Motor homes, sellers of, <b>2-104:51</b>	Offer and Acceptance, this index
Motor vehicles, sellers of,	Official Code Comment, <b>2-101:1</b>
2-104:51	Open Terms, this index
Multiple bases for merchant status, 2-104:44	Ordinary contracts not subject to Article 2, <b>2-105:51</b>
Official Code Comment, 2-104:1	Other articles and Article 2, <b>2-101:7</b>
Particular persons as, <b>2-104:20</b> , <b>2-104:46-2-104:67</b>	Parol Evidence, this index
Proof of merchant status, <b>2-104:14</b>	Particular transactions as, <b>2:106:9</b>
Questions of law or fact, <b>2-104:16</b>	Place of sale, <b>2-106:45 to 2-106:48</b>
to 2-104:18	Present sale, <b>2-106</b> , <b>2-106</b> :1 et seq.,
Repeating seasonal seller,	2:106:32
2-104:40, 2-104:41	Price, this index
Retail seller, <b>2-104:55</b>	Prior uniform statutory provision,
Scope and suggestions, 2-104:2	2-102:1
Seasonal seller, repeating, <b>2-104:40, 2-104:41</b>	Purchase price not subject to Article 2, <b>2-105:52 to 2-105:55</b>

SALES—Cont'd	SALES—Cont'd
Questions of law or fact	Self-service stores, 2-106:61 to
Agreements, 2-106:7	2-106:63
Between merchants, 2-104:16 to	Seller
2-104:18	Generally, 2-103:24 to 2-103:45
Cancellation, 2-106:7	Agent or employee
Conforming goods, <b>2:106:43</b> , <b>2-106:43</b>	Generally, <b>2-103:31 to 2-103:35</b> Agent's own property, agent's
Conforming to contract, <b>2-106:7</b>	sale of, 2-103:34
Contracts, <b>2-106:7</b>	Buyer's agent, <b>2-103:35</b>
Definitions and index of defini-	Disclosed, <b>2-103:32</b>
tions, <b>2-103:3</b>	Undisclosed, <b>2-103:33</b>
Farmers, <b>2-104:80</b> , <b>2-104:81</b>	Auctioneer or broker, 2-103:36
Financing agency, 2-104:16 to	Broker, <b>2-103:36</b>
2-104:18	Casual sale, 2-103:28, 2-103:29,
Good faith	2-104:56-2-104:58
Questions of fact, 2-103:55	Consignee, <b>2-103:37</b>
Questions of law, 2-103:56	Consignor, <b>2-103:38</b>
Merchants, 2-104:16 to 2-104:18	Financer, <b>2-103:39</b>
Present sale, <b>2-106:7</b>	Government seller, 2-103:40
Sale, contract for, <b>2-106:7</b> Termination, <b>2-106:7</b>	Limited interest, of, <b>2-103:26</b>
Transferability, future goods, lot	Manufacturer, <b>2-103:41</b> , <b>2-103:42</b> Merchants, below
and commercial unit,	· · · · · · · · · · · · · · · · · · ·
2-105:24 to 2-105:26	Between merchants, above Middleman
Rationale, <b>2-101:5</b>	Generally, <b>2-103:43</b>
Receipt of goods defined, 2-103:5	Merchants, <b>2-103:43</b>
Recording, severance of goods from	Transfer of title from supplier to
realty, <b>2-107</b> , <b>2-107:1 to</b>	buyer, <b>2-103:44</b>
2-107:26	Performer of services, <b>2-103:27</b>
Regulations, generally, <b>2-101:34 to 2-101:46</b>	Persons as, 2-103:31 to 2-103:45
Resale, purchase for, <b>2-106:64</b> ,	Privity, confusion caused by;
2-106:65	manufacturer, 2-103:42
Retail seller, <b>2-104:55</b>	Remote seller, <b>2-103:25</b>
Sales-related transactions	Service/sale hybrid transaction,
distinguished, 2:106:30,	2-103:45
2:106:31	Title certificate, irregular, 2-103:30
Scope and suggestions, 2-101:2, 2-102	Service contracts, <b>2-105:72 to 2-105:77</b>
Seals	Services providers and merchants
Generally, 2-203, 2-203:1 to	distinguished, 2-104:54
2-203:5	Severance of goods from realty, <b>2-107, 2-107:1</b> to <b>2-107:26</b>
Inoperative, 2-203, 2-203:1 to 2-203:5	Short title, <b>2-107</b> .1 to <b>2-107</b> .20
Secured creditor, <b>2-104:63</b>	Signing of writing, <b>2-201:121 to</b>
Secured creditor as successor in inter-	2-201:129
est, 2-103:21	Situs of goods, <b>2-101:16</b>
Secured transactions, 2-102:17 to	Specially Manufactured Goods, this
2-102:19	index

SALES—Cont'd	SALES—Cont'd
State of performance, 2-101:15	Transactions in goods—Cont'd
Statute of Frauds, this index	Real estate transactions; exemp-
Structure, <b>2-101:4</b>	tion, <b>2-102:24</b>
Successive transactions, 2:106:28	Secured transactions, <b>2-102:17 to 2-102:19</b>
Successor in interest, <b>2-103:20</b> , <b>2-103:21</b>	True character of transaction,
Swimming pools, sellers of, <b>2-104:52</b>	2-102:15
Systems, sellers of, 2-104:53	Transferability, future goods, lot and commercial unit
Taxation	Animals, <b>2-105:40</b> , <b>2-105:41</b>
Generally, 2-101:28 to 2-101:33	Appellate review, 2-105:27
Applicability, <b>2-101:31</b> , <b>2-101:32</b>	Bailments and leases, <b>2-105:67 to</b>
Exemptions, 2-101:30, 2-101:32	2-105:71
Place of sale, <b>2-106:48</b>	Burden of proof, <b>2-105:23</b>
Price, 2-101:29	Characterization as future goods,
Purpose of, <b>2-101:33</b>	consequences of, 2-105:10
Resale, purchase for, <b>2-106:65</b> Sales defined, <b>2:106:18</b>	Choses in action not subject to Article 2, <b>2-105:59</b>
Standing timber; severance of	Crops, 2-105:42 to 2-105:44
goods from realty and record-	Definitions, 2-105, 2-105:1 et seq.
ing, <b>2-107:14</b>	Exclusions from Article 2,
Termination, 2-106, 2-106:1 et seq.	2-105:50 to 2-105:71
Third-party claims, <b>2-106:66 to 2-106:68</b>	Existing goods, 2-105:6
Titles	Fungible goods, 2-105:22
Certificate-of-title statutes,	Future sales, <b>2-105:20</b>
2-101:36	Hybrid Contracts, this index
Involuntary transfers, 2-102:25,	Integration of writings, 2-105:5
2-102:26	Intention of parties, 2-105:4
Seller; irregular title certificate, 2-103:30	Investment securities not subject to Article 2, <b>2-105:56 to</b>
Traded-in-goods, 2-103:23	2-105:58
Transactions in goods	Leases and bailments, 2-105:67 to
Generally, 2-102:5 to 2-102:24	2-105:71
Bailment, 2-102:12, 2-102:13	Liberal construction, 2-105:3
CISG, opting out of or into, <b>2-102:21</b>	Licenses not subject to Article 2, <b>2-105:60 to 2-105:62</b>
Continuity of transactions irrele-	Marketing practices and commercial unit, <b>2-105:13</b>
vant, <b>2-102:8</b> Defined, <b>2-102:6, 2-102:7</b>	Minerals, structures and the like,
Hybrid transaction with minimum	2-105:45, 2-105:46
sale of goods, <b>2-102:11</b>	Nonexisting goods, <b>2-105:8</b>
Leases held to be sales, <b>2-102:16</b>	Official Code Comment, <b>2-105:1</b>
Maritime contracts, 2-102:23	Ordinary contracts not subject to
Nondomestic, 2-102:20 to	Article 2, <b>2-105:51</b>
2-102:22	Part interest, sale of, <b>2-105:21</b>
Non-sale, 2-102:9 to 2-102:19	Price of commercial unit, signifi-
Pre-Article 2A leases, 2-102:14	cance of, <b>2-105:12</b>

SALES—Cont'd

#### Transferability, future goods, lot and Agent or employee commercial unit—Cont'd Generally, 2-103:31 to 2-103:35 Purchase price not subject to Agent's own property, agent's sale Article 2, **2-105:52 to** of, **2-103:34** 2-105:55 Buyer's agent, **2-103:35** Questions of law or fact, 2-105:24 Disclosed, **2-103:32** to 2-105:26 Undisclosed, 2-103:33 Real estate and Article 2 Auctioneer, 2-103:36, 2-104:62 applicability, 2-105:63 to Between Merchants, this index 2-105:66 Broker, 2-103:36 Scope and suggestions, 2-105:2 Casual sale, 2-103:28, 2-103:29, Service contracts, 2-105:72 to 2-104:56-2-104:58 2-105:77 Consignee, 2-103:37 Specially manufactured goods, 2-105:11 Consignor, 2-103:38 Substitution, seller's power of, Financer, 2-103:39 2-105:7 Government seller, 2-103:40 Supply contract as sale of goods, Limited interest, of, 2-103:26 2-105:47 Manufacturer, 2-103:41, 2-103:42 Used goods, 2-105:48, 2-105:49 Merchants, this index Uniform Sales Act, Section 75, Between Merchants, this index 2-102:1 Middleman United States as buyer, 2-103:15 Generally, **2-103:43** Used equipment, **2-104:59-2-104:61** Transfer of title from supplier to Used goods, 2-105:48, 2-105:49 buyer, 2-103:44 Validity, 2-106:55 to 2-106:57 Performer of services, 2-103:27 Warranty beneficiary under UCC 0167 2-318, **2-103:22** Persons as, 2-103:31 to 2-103:45 Privity, confusion caused by; **SCHOOLS** manufacturer, 2-103:42 Hybrid contracts, 2-105:117 Remote seller, 2-103:25 SECURED CREDITORS Service/sale hybrid transaction, Merchants, 2-104:63 2-103:45 Title certificate, irregular, 2-103:30 SECURED TRANSACTIONS Transactions in goods, 2-102:17 to SERVICE CHARGES 2-102:19 Parol evidence, 2-202:86 **SECURITIES** SERVICE CONTRACTS Statute of frauds and sale of, Article 2 applicability, 2-105:72 to 2-201:10 2-105:77 **SECURITY INTERESTS** Hybrid contracts, 2-105:118 Delivery with security interest Specially manufactured goods and, reserved. 2-201:266 2-105:75 SELF-SERVICE STORES Statute of frauds, 2-201:90 Sales contract, 2-106:61 to 2-106:63 **SEVERANCE SELLER** Sales, severance of goods from realty,

SELLER—Cont'd

Generally, 2-103:24 to 2-103:45

2-107, 2-107:1 to 2-107:26

## SHRINKWRAP LICENSE **AGREEMENTS**

Formation of agreement, 2-204:99. 2-204:100

#### **SIGNATURES**

Acceptance, 2-206:47, 2-206:63 Agent, signing by, 2-201:130 to 2-201:139

Contracts between merchants; confirmatory writing, 2-201:200, 2-201:201

Form and formation of sales, 2-201:121 to 2-201:139

Formation of agreement, 2-204:101 to 2-204:104

Seals, 2-203:4

#### SITUS OF GOODS

Law governing, **2-101:16** 

#### **SOFTWARE**

Hybrid contracts, 2-105:119, 2-105:123

## SPECIALLY MANUFACTURED **GOODS**

Article 2 applicability, **2-105:75** Custom-made goods, 2-201:310, 2-201:311

Defined, 2-201:315 Hybrid contracts, 2-105:154 to 2-105:158

Manufacturing defined, 2-201:314 Modification of contract, 2-201:317

Name of buyer, goods bearing, 2-201:309

Nonresellable goods, 2-201:308 to 2-201:312, 2-201:318, 2-201:319

Statute of frauds, 2-201:307 to 2-201:319

Substantial beginning defined, 2-201:313

Third person, manufacturing by, 2-201:316

## STANDING TIMBER

Severance of goods from realty and recording, 2-107:11 to 2-107:16 Statute of frauds, **2-201:99** 

## STATUTE OF FRAUDS

Generally, 2-201, 2-201:1 et seq. Acceptance of goods, receipt and, 2-201:250 to 2-201:273

Additional terms in acceptance or confirmation distinguished, 2-207:12

Admissions

Generally, 2-201:289 to 2-201:306 Conditional statement, 2-201:305

Content, 2-201:292

Contradiction, **2-201:306** 

Depositions and discovery, 2-201:302

Implied, 2-201:297 Nonjudicial, 2-201:303

Parol evidence, 2-201:294

Particular statements held not admissions, 2-201:304, 2-201:305

Pleading, 2-201:298, 2-201:299 Scope of, 2-201:293

Testimonial, 2-201:300 to

2-201:302

Unconditional, 2-201:291 Voluntary, **2-201:290** 

What constitutes, 2-201:296

Who may make, 2-201:295

Agency contracts, 2-201:91

Amendment of pleading, **2-201:36** 

Amount, 2-201:72 to 2-201:75

Applicability, 2-201:68 to 2-201:99

Avoiding, **2-201:235 to 2-201:342** 

Burden of proof, 2-201:45 to 2-201:48

Cancellation or repudiation of contract, 2-201:273

Check as payment, 2-201:285 to 2-201:287

Compliance with UCC 0167 2-201, effect of, 2-201:15

Conduct satisfying or avoiding, 2-201:235 to 2-201:342

Construction contracts, 2-201:92

Content of Writing, this index

Contracts subject to, 2-201:76 to 2-201:88

Course of dealings as basis for reliance, 2-201:332, 2-201:333

STATUTE OF FRAUDS—Cont'd Dealerships, 2-201:78 to 2-201:80 Degree of proof, 2-201:49	STATUTE OF FRAUDS—Cont'd Non-Code law, relation to, 2-201:5 to 2-201:7
Eligibility to raise, 2-201:22 to	Official Code Comment, <b>2-201:1</b>
2-201:24 Equitable estoppel	Oral acceptance of written offer, 2-201:82 to 2-201:84
Generally, <b>2-201:320 to 2-201:328</b> Injury of claimant, <b>2-201:326</b>	Oral contract, conduct consistent with, 2-201:241 to 2-201:249
Necessity of reliance, <b>2-201:324 to 2-201:326</b>	Output contract, <b>2-201:77</b> Parol evidence, <b>2-201:39 to 2-201:44</b>
Promissory estoppel compared, <b>2-201:321</b>	Part payment, effect of, 2-201:277 to 2-201:280
Rejecting, <b>2-201:327</b> , <b>2-201:328</b> Resale contract, <b>2-201:325</b>	Part performance, 2-201:245 to 2-201:247
Estoppel Generally, <b>2-201:320 to 2-201:342</b>	Payment by negotiable instrument, 2-201:285 to 2-201:288
Course of dealings as basis for	Payment under contract
reliance, 2-201:332, 2-201:333	Generally, <b>2-201:274 to 2-201:284</b> Bilateral nature of payment,
Equitable estoppel, above	2-201:276
Offer, reliance on; comparison, 2-201:340	Identification of oral contract, <b>2-201:283</b>
Oral contract, proof of, 2-201:342	Medium payment, <b>2-201:282</b>
Oral contract, reliance on, <b>2-201:337</b>	Part payment, effect of, 2-201:277 to 2-201:280
Promissory estoppel, below Usage of trade as basis for reli-	Rejected tender of payment, <b>2-201:284</b>
ance, <b>2-201:334</b>	Return of payment, <b>2-201:275</b>
Franchises, 2-201:78 to 2-201:80	Time of payment, <b>2-201:281</b>
General statutes of frauds, relation to, 2-201:14	Pleadings and practice, 2-201:33 et seq.
Goods and services, <b>2-201:96</b> , <b>2-201:97</b>	Practical considerations, <b>2-201:3</b> Promissory estoppel
Goods to be manufactured, <b>2-201:95</b>	Agency contract, 2-201:335
Indefinite value, goods of, <b>2-201:93</b> Indivisible contracts, <b>2-201:81</b>	Equitable estoppel compared, 2-201:321
Land and goods, <b>2-201:98</b> Liberal construction of UCC 0167	Necessity of detrimental reliance, <b>2-201:330</b>
2-201, <b>2-201:12</b> Limited effect of exceptions,	Other party's promise as basis for reliance, <b>2-201:331</b>
2-201:238 Merchants, contracts between.	Part performance distinguished, <b>2-201:246</b>
Between Merchants, this index Missing terms, <b>2-201:240</b>	Recognizing, 2-201:329, 2-201:330
Modification of contract, 2-201:85 to 2-201:88	Rejecting, <b>2-201:336</b> Waive statute of frauds, reliance on
Necessity of proof of oral contract, 2-201:239	promise to, <b>2-201:341</b> Written contract, reliance on prom-
Negotiable instrument, payment by, 2-201:285 to 2-201:288	ise to execute, 2-201:338, 2-201:339

## STATUTE OF FRAUDS—Cont'd

Promissory note as payment, 2-201:288

Questions of fact, 2-201:55 to 2-201:63

Questions of law, **2-201:55**, **2-201:64 to 2-201:67** 

Rationale, 2-201:4

Receipt and acceptance of goods, 2-201:250 to 2-201:273

Referability of conduct to contract, 2-201:242 to 2-201:244

Relaxation of policy, **2-201:9**, **2-201:10** 

Repairs, 2-201:97

Repudiation of contract, 2-201:273

Requirements contract, **2-201:77** 

Satisfying, 2-201:235 to 2-201:342

Scope of suggestions, **2-201:2** 

Securities, sale of, 2-201:10

Service contracts, 2-201:90

Special application problems, 2-201:94 to 2-201:99

Specially manufactured goods, 2-201:307 to 2-201:319

Standing timber, 2-201:99

Stopping payment and dishonor of check, **2-201:287** 

Strict construction of exceptions, 2-201:237

Strict construction of UCC 0167 2-201, **2-201:13** 

Usage of trade as basis for reliance, 2-201:334

Waiver, 2-201:50 to 2-201:54, 2-201:341

## STATUTE OF LIMITATIONS

Additional terms in acceptance or confirmation, **2-207:95**Seals, **2-203:5** 

#### STORAGE OF GOODS

Parol evidence, 2-202:176

#### **SUBCONTRACTORS**

Hybrid contracts, 2-105:102

#### **SWIMMING POOLS**

Sellers of, **2-104:52** 

Art. 2 Index-38

#### **TAXATION**

Generally, **2-101:28 to 2-101:33**Applicability, **2-101:31, 2-101:32**Exemptions, **2-101:30, 2-101:32** 

Place of sale, **2-106:48** 

Price. 2-101:29

Purpose of, 2-101:33

Resale, purchase for, **2-106:65** 

Sales defined, 2:106:18

Standing timber; severance of goods from realty and recording, **2-107:14** 

#### **TELEPHONES**

Listing; hybrid contracts, 2-105:120

## **TERMINATION**

Definitions and index of definitions, 2-106, 2-106:1 et seq. Parol evidence, 2-202:34

## THIRD-PARTY CLAIMS

Sales contract. 2-106:66 to 2-106:68

#### **TIMBER**

Standing timber; severance of goods from realty and recording, 2-107:11 to 2-107:16

Statute of frauds, 2-201:99

#### TITLES

Certificate-of-title statutes, **2-101:36** Involuntary transfers, **2-102:25**, **2-102:26** 

Judicial sale, 2-102:26

Seller; irregular title certificate, 2-103:30

## TRADE CUSTOMS

Good faith, **2-103:50**, **2-103:51**, **2-103:57** 

## TRADED-IN-GOODS

Buyer, 2-103:23

## TRADE TERMS

Parol evidence, 2-202:60

#### **TRAINING**

Hybrid contracts; training and supervision by seller, **2-105:132** 

## TRANSPORTATION

Carrier, capacity of, 2-204:219

## TRANSPORTATION—Cont'd

Open terms, 2-204:215

#### **TREES**

Hybrid contracts, 2-105:133 Standing timber Severance of goods from realty and recording, 2-107:11 to 2-107:16

Statute of frauds, 2-201:99

## UNCONSCIONABILITY

Sales, 2-106:56

## UNILATERAL CONTRACTS

Form and formation of sales, 2-204:12

#### USAGE OF TRADE

Reliance, as basis for, 2-201:334

## **USED GOODS**

Transferability, future goods, lot and commercial unit, 2-105:48, 2-105:49

#### **USURY**

Generally, **2-101:44 to 2-101:46** Time-price differential, 2-101:45, 2-101:46

### VALIDITY

Sales, **2-106:55 to 2-106:57** 

#### WAIVER

Additional terms in acceptance or confirmation; judicial misuse of terms, 2-207:11

Construction of contract, 2-204:161 Formation of contract; waiver and estoppel, 2-204:40 to 2-204:46

Statute of frauds, 2-201:50 to 2-201:54, 2-201:341

#### WARRANTIES

Buyer; warranty beneficiary under UCC 0167 2-318, **2-103:22** 

Material alteration; additional terms in acceptance or confirmation, 2-207:89 to 2-207:91

Offer and acceptance; fraud and warranty liability distinguished, 2-206:20

#### WARRANTIES—Cont'd

Parol evidence

Ambiguity, 2-202:155

Applicability, 2-202:33, 2-202:128

Consistent terms, 2-202:104,

2-202:112

Inconsistent terms, 2-202:88, 2-202:115

Proof of breach of warranty of title, 2-106:68

## WRITING AS FINAL OR **EXCLUSIVE STATEMENT**

Bill of sale, 2-202:62

Contemporaneous writings, 2-202:53 to 2-202:55

Invoices and receipts, 2-202:64

Parol evidence

Generally, **2-202:37 to 2-202:69** 

Bill of sale, **2-202:62** 

Burden of proof, 2-202:66

Construction, rules of, 2-202:58 to 2-202:65

Contemporaneous writings, 2-202:53 to 2-202:55

Determination of, 2-202:39

Experience of contracting parties, 2-202:41

Identity of party preparing writing, 2-202:40

Instruction manual, 2-202:63

Integration clause, 2-202:46 to 2-202:51

Invoices and receipts, 2-202:64 Omission of terms, 2-202:44,

2-202:45

Open terms, **2-202:61** 

Purchase orders, 2-202:65

Questions of fact, 2-202:67,

2-202:68

Questions of law, 2-202:67, 2-202:69

Receipts, 2-202:64

Significance of character of,

2-202:38

Supersession clause, 2-202:52

Trade terms, **2-202:60** 

Writing itself, 2-202:42 to

2-202:45

Trade terms, 2-202:60

## Index to Article 2A—Leases

#### REFERENCES ARE TO CODE AND TREATISE SECTION

#### ACCEPTANCE OF GOODS ACCEPTANCE OF GOODS -Cont'd Accessory goods; revocation of Mobile homes where use constitutes acceptance, 2A-517:135 reacceptance, 2A-517:123 to Alteration of goods, 2A-515:16, 2A-517:126 2A-517:105 to 2A-517:107 Motor vehicles where use constitutes Appellate review reacceptance, 2A-517:121, Effect of acceptance, 2A-516:64 2A-517:122 Revocation of acceptance, Notice of default, 2A-516, 2A-516:1 2A-517:181 et seq. Breach, notice of, 2A-516:13 et seq. Part of goods, of, 2A-515:18 Burden of establishing default after Pleadings acceptance, 2A-516, 2A-516:1 Effect of acceptance, 2A-516:60 to et seq. 2A-516:65 Cure of nonconformity Revocation of acceptance, After revocation of acceptance, 2A-517:165 to 2A-517:167 2A-517:146 to 2A-517:151 Ouestions of law or fact Reasonable time limitations. Effect of acceptance, 2A-516:62 to subject to, 2A-517:96 to 2A-516:64 2A-517:99 Lessee's failure to reject, Damages for nondelivery, repudia-2A-515:25, 2A-515:26 tion, default and breach of war-Revocation of acceptance, ranty in regard to accepted 2A-517:173 to 2A-517:180 goods, 2A-519, 2A-519:1 to 2A-519:31 Reasonable opportunity to inspect, 2A-515:4 to 2A-515:7 Determination of, 2A-515:8 to 2A-515:22 Rent, obligation to pay, 2A-516:5, 2A-516:6, 2A-516:8, 2A-516:9 Effect of, 2A-516, 2A-516:1 et seq., 2A-516:4 to 2A-516:12 Repudiation in regard to accepted goods, 2A-519, 2A-519:1 to Failure to reject, 2A-515:17, 2A-519:31 2A-515:19 to 2A-515:22 Revocation of Finance leases Generally, 2A-517, 2A-517:1 et Effect of acceptance, 2A-516:9, 2A-516:11 seq. Accessory goods, 2A-517:135 Revocation of acceptance, 2A-517:8 to 2A-517:10 Alternation of goods, 2A-517:105 to 2A-517:107 Infringement claims, 2A-516:55 to 2A-516:59 Appellate review, 2A-517:181 Justifiable delay; lessee's failure to Applicability, 2A-517:4

© 2020 Thomson Reuters, 12/2020 Mat # 42569075

to 2A-515:25

reject, 2A-515:20 to 2A-515:22

Lessor's default, 2A-515, 2A-515:1

Art. 2A Index-1

Breach of contract, lessee's dam-

ages for, 2A-517:160 to

2A-517:164

# ACCEPTANCE OF GOODS —Cont'd

Revocation of—Cont'd
Breach of warranty and,
2A-517:55

Burden of proof, **2A-517:169 to 2A-517:172** 

Cancellation. 2A-517:154

Commercial unit; lot, 2A-517:136

Conduct effective as notice of, 2A-517:70 to 2A-517:74

Counterclaims, 2A-517:168

Cumulative nature of remedies, 2A-517:3, 2A-517:159

Cure of nonconformity

After revocation of acceptance, 2A-517:146 to 2A-517:151

Reasonable time limitations, subject to, 2A-517:96 to 2A-517:99

Defenses, 2A-517:168

Effect of, 2A-517:134 to 2A-517:142

Evidentiary significance of use of goods, **2A-517:127** 

Extent of use; loss of right to revocation, 2A-517:118 to 2A-517:126

Failure of limited remedy, **2A-517:5** 

Finance leases, 2A-517:8 to 2A-517:10

First ground: nonconformity substantially impairing value, **2A-517:12 to 2A-517:17** 

Fraud, remedies for, 2A-517:154
Grounds for revocation, 2A-517:11
to 2A-517:19

Lessor's actions on lessee's right to acceptance, 2A-517:96 to 2A-517:101

Loss of right to revoke, **2A-517:102 to 2A-517:133** 

Lot; commercial unit, 2A-517:136

Magnuson-Moss Act, 2A-517:101

Mechanics of, 2A-517:56 to 2A-517:69

Mobile homes where use constitutes reacceptance,

2A-517:123 to 2A-517:126

# ACCEPTANCE OF GOODS —Cont'd

Revocation of—Cont'd

Motor vehicles where use constitutes reacceptance,

2A-517:121, 2A-517:122

Nature and extent of use; loss of right to revocation,

2A-517:118 to 2A-517:126

Negligence, effect of lessee's, **2A-517:140** 

No construction against revocation of acceptance, **2A-517:7** 

Nonconformity substantially impairing value as first ground, 2A-517:12 to 2A-517:17

No right to cure after revocation, **2A-517:6** 

Notice of, 2A-517:58 to 2A-517:66, 2A-517:70 to 2A-517:80

Official Code Comment, 2A-517:1
Other remedies of lessee, relation to, 2A-517:152 to 2A-517:164

Payment to lessor; loss of right to revoke acceptance,

2A-517:130 to 2A-517:133 Pleadings, 2A-517:165 to

2A-517:167 Postrevocation use, 2A-517:111 to 2A-517:117, 2A-517:128,

2A-517:129

Prerevocation change in conditions of goods, 2A-517:103, 2A-517:104

Questions of fact, 2A-517:173 to 2A-517:178

Questions of law, 2A-517:179, 2A-517:180

Refund rent and security, lessor's duty to, 2A-517:142

Rejection of goods distinguished, 2A-517:153

Relation of lessee to goods in lessee8217s possession at time of revoking acceptance, 2A-517:139, 2A-517:140

Repairs and, 2A-517:74, 2A-517:89, 2A-517:90,

# ACCEPTANCE OF GOODS —Cont'd

Revocation of—Cont'd

2A-517:108, 2A-517:120

Rescission, 2A-517:156 to 2A-517:158

Rightful revocation of acceptance as to lessee, **2A-517:138** 

Rightful revocation of acceptance as to lessor, **2A-517:141** 

Scope and suggestions, 2A-517:2

Second ground: default substantially impairs value, 2A-517:18

Shaken faith doctrine, **2A-517:32**, **2A-517:33** 

Substantial impairment, **2A-517:20 to 2A-517:55** 

Sufficiency, 2A-517:60 to 2A-517:63, 2A-517:75 to 2A-517:80

Third ground: lease provisions, 2A-517:19

Time for revocation, 2A-517:81 to 2A-517:95

Unilateral character of, 2A-517:57

Wrongful revocation of acceptance, effect of, 2A-517:143 to 2A-517:145

Signifying acceptance, 2A-515:9 to 2A-515:15

Time for revocation of acceptance, 2A-517:81 to 2A-517:95

Vouching in, 2A-516:52 to 2A-516:54

### ACCESSORY GOODS

Revocation of acceptance, **2A-517:135** 

## **AGREEMENTS**

Contracts and Agreements, this index

#### **ALTERATION OF GOODS**

Acceptance of goods, 2A-515:16, 2A-517:105 to 2A-517:107

## ANTECEDENT CLAIMS

Cancellation or rescission, effect on, 2A-505:11 to 2A-505:13

#### ANTICIPATORY REPUDIATION

Market rent, **2A-507:9**Statute of limitations. **2A-506:17** 

## APPELLATE REVIEW

Acceptance of goods

Effect of, 2A-516:64

Revocation of, **2A-517:181** 

Consequential and incidental damages, 2A-520:143

Delivery, 2A-509:49

#### ARBITRATION

Statute of limitations, **2A-506:7** 

## **ATTORNEYS' FEES**

Consequential and incidental damages and recovery of, 2A-520:97 to 2A-520:100

Incidental damages, lessor's, 2A-530:15

Specific performance; terms of decree, **2A-521:14** 

### **AUTOMOBILES**

Motor Vehicles, this index

### BANKRUPTCY

Lessor's insolvency, right of lessee to goods on, 2A-522, 2A-522:1 to 2A-522:5

#### BURDEN OF PROOF

Acceptance, burden of establishing default by lessor after, 2A-516, 2A-516:1 et seq.

Acceptance of goods, revocation of, 2A-517:169 to 2A-517:172

Consequential and incidental damages, 2A-520:129 to 2A-520:131

Cover, 2A-518:20, 2A-518:21

Fraud and effect thereof; damages, 2A-505:56

Incidental damages, lessor's, **2A-530:16** 

Lessee's remedies, 2A-508:16

Lessor's remedies, 2A-523:18

Lessor's right to identify goods to lease contract, **2A-524:7** 

Market rent, 2A-528:17, 2A-528:18, 2A-528:26

## BURDEN OF PROOF—Cont'd

Modification or impairment of rights and remedies, 2A-503:118 to 2A-503:122

Replevin, 2A-521:27

Specific performance, **2A-521:17** Statute of limitations, **2A-506:27** 

Stoppage of delivery; lessee's default, **2A-526:15** 

Substituted goods, **2A-518:20**, **2A-518:21** 

## **CANCELLATION**

Generally, **2A-505**, **2A-505**:1 et seq. Antecedent claims, effect on,

2A-505:11 to 2A-505:13

Definitions, 2A-505:3 to 2A-505:6

Lease, effect on, 2A-505:6

Lessor's remedies, 2A-523:9 to 2A-523:12

Mutual rescission distinguished, **2A-505:4** 

Official Code Comment, 2A-505:1

Revocation of acceptance, 2A-517:155

Revocation of acceptance distinguished, **2A-505:5** 

Scope and suggestions, 2A-505:2

## CAUSATION

Consequential and incidental damages, 2A-520:18 to 2A-520:22

### CHILDREN

Statute of limitations, tolling, **2A-506:20** 

## CIRCUMSTANTIAL EVIDENCE

Consequential and incidental damages, 2A-520:133 to 2A-520:135

## CLEANUP COSTS

Consequential and incidental damages, **2A-520:119** 

## **COMMERCIAL UNITS**

Revocation of acceptance of goods, 2A-517:136

#### **COMMISSIONS**

Incidental damages, lessor's, **2A-530:6** 

Art. 2A Index-4

# CONSEQUENTIAL AND INCIDENTAL DAMAGES

Generally, 2A-520, 2A-520:1 et seq.

Actual loss, necessity of, 2A-520:35

Appellate review, 2A-520:143

Applicability, 2A-520:3

Avoidable consequential damages recovery barred, **2A-520:59** 

Burden of proof, **2A-520:129 to 2A-520:131** 

Causation, 2A-520:18 to 2A-520:22

Certainty of, 2A-520:23 to 2A-520:28

Circumstantial evidence, **2A-520:133 to 2A-520:135** 

Cleanup costs, 2A-520:119

Conduct, effect of lessee's, 2A-520:29 to 2A-520:33

Construction, 2A-520:4

Consumer protection; economic loss not recoverable in torts,

2A-520:83

Crop loss, 2A-520:70

Defined, 2A-520:16

Down time, 2A-520:123 to 2A-520:125

Economic loss doctrine, **2A-520:71 to 2A-520:83** 

Elements of damage, 2A-520:69 to 2A-520:126

Enivronmental protection; economic loss not recoverable in torts, **2A-520:82** 

Essential purpose, exceptions to failure of, **2A-503:107**, **2A-503:111 to 2A-503:113** 

Evidence, 2A-520:129 to 2A-520:135

Exclusion of, **2A-503:37 to 2A-503:44** 

Extra overhead or other expense, 2A-520:121, 2A-520:122

Financing charges, 2A-520:84

Fraud and effect thereof, **2A-505:45**, **2A-505:47** 

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:76 to 2A-520:83

Good will, 2A-520:85 to 2A-520:87

#### CONSEQUENTIAL AND **CONSEQUENTIAL AND** INCIDENTAL DAMAGES INCIDENTAL DAMAGES -Cont'd -Cont'd Idle and down time, 2A-520:123 to Mitigation of damages—Cont'd 2A-520:125 Reasonable mitigation not possible —Cont'd Inconvenience, 2A-520:88 Cure by lessee not required, Independence from U.C.C. 01670167 2A-520:66 2A-518 and 2A-519, **2A-520:5** Expert consultation not required, Inspect or test, lessee's failure to, 2A-520:65 2A-520:32 Financial inability, 2A-520:63 Installation costs, 2A-520:89 No other source available, Insurance, 2A-520:90 2A-520:62 Interest, 2A-520:91 to 2A-520:96 No reason to believe action Lessee's consequential damages, would result in mitigation, 2A-520:16 2A-520:64 Lessee's incidental damages, gener-Repair not practical, 2A-520:67 ally, 2A-520:6 to 2A-520:13 Significance of continued use of Limitations on recovery, 2A-520:34 goods, 2A-520:55 to 2A-520:46 Official Code Comment, 2A-520:1 Litigation expenses and attorney's Personal injuries fees, 2A-520:97 to 2A-520:100 Generally, 2A-520:103 to Mental anguish, 2A-520:101, 2A-520:105 2A-520:102 Fraud in the inducement; economic Mitigation of damages loss not recoverable in torts, Generally, 2A-520:47 to 2A-520:81 2A-520:68 Rescue attempt, injury sustained Acceptance of cure by lessor, in, 2A-520:104 2A-520:50 Third persons, injury of, Avoidable consequential damages 2A-520:105 recovery barred, 2A-520:59 Pleadings, 2A-520:127, 2A-520:128 Cure Preparation of lessee's premises, Acceptance of cure by lessor, 2A-520:106, 2A-520:107 2A-520:50 Profits, loss of, 2A-520:108 to Reasonable mitigation not pos-2A-520:114, 2A-520:134 sible; cure by lessee not Property damage, 2A-520:115 required, 2A-520:66 Questions of fact, 2A-520:136 to Excuse for failure to mitigate, 2A-520:138 2A-520:60 Questions of law, 2A-520:139 to Injury and damage claims 2A-520:142 compared, 2A-520:48 Reason to know of potential Most reasonable method not consequential loss, 2A-520:39 required, 2A-520:54 Recoverability of consequential dam-Questions of fact, 2A-520:56 ages, 2A-520:17 Questions of law, 2A-520:57 Remote damages, 2A-520:46 Reasonable mitigation not possible Repair expense, 2A-520:116, 2A-520:117, 2A-520:135 Generally, 2A-520:61 to 2A-520:68 Replacement expenses, 2A-520:118 Assurances by lessor, Replacement supplier, negligence or 2A-520:68 breach by, 2A-520:44

## CONSEQUENTIAL AND INCIDENTAL DAMAGES —Cont'd

Rescue attempt, injury sustained in, 2A-520:104

Rescue attempt of lessee distinguished, **2A-520:22** 

Scope and suggestions, 2A-520:2

Storage, 2A-520:10

Sudden calamity; economic loss not recoverable in torts, **2A-520:78** 

Sufficiency of evidence, **2A-520:132** Taxes, **2A-520:12** 

Termination of lessee's business, 2A-520:45

Test, lessee's failure to, **2A-520:32** Testing and examination expense,

2A-520:11

Third persons, injury of, 2A-520:105 Torts, economic loss not recoverable in, 2A-520:75 to 2A-520:83

Transportation and travel expenses, 2A-520:13

Use, loss of, **2A-520:120**Waste caused by nonconformity, **2A-520:126** 

# CONSTRUCTION AND INTERPRETATION

Limitation of remedy, as, 2A-503:16 to 2A-503:18

Modification of remedies, 2A-503:26, 2A-503:27 Strict construction, 2A-503:22

## CONSUMER PROTECTION

Attorney's fees, recoverability of, 2A-520:99, 2A-520:100

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:83

Statute of limitations, 2A-506:6

## CONTRACTS AND AGREEMENTS

Construction of contract provision as limitation of remedy, 2A-503:16 to 2A-503:18

Default, this index

#### **COUNTERCLAIMS**

Acceptance of goods, revocation of, 2A-517:168

COUNTERCLAIMS—Cont'd Statute of limitations, 2A-506:10

## **COVER**

Generally, 2A-518, 2A-518:1 to 2A-518:22

Burden of proof, **2A-518:20**, **2A-518:21** 

Damages when cover made by qualifying lease, 2A-518:6 to 2A-518:16

Damages when cover not made by qualifying lease, **2A-518:17** 

Interest, 2A-518:19

Lessee's right to cover, **2A-518:4**, **2A-518:5** 

Official Code Comment, **2A-518:1**Qualifying lease, damages when cover made by, **2A-518:6** to **2A-518:16** 

Questions of fact, 2A-518:22 Scope and suggestions, 2A-518:2 Specific performance, denying, 2A-521:23, 2A-521:24 Transportation costs, 2A-518:18

### **CROPS**

Consequential and incidental damages, 2A-520:70

#### **CROSSCLAIMS**

Statute of limitations, 2A-506:10

## **CURE**

Improper tender or delivery, cure of lessor of, 2A-513, 2A-513:1 to 2A-513:23

Mitigation of damages

Acceptance of cure by lessor, **2A-520:50** 

Reasonable mitigation not possible; cure by lessee not required, **2A-520:66** 

Revocation of acceptance of goods; curing nonconformity

After revocation of acceptance, 2A-517:146 to 2A-517:151

Reasonable time limitations, subject to, 2A-517:96 to 2A-517:99

Specific performance; terms of decree, **2A-521:11** 

Art. 2A Index-6

#### DAMAGES

Benefit-of-bargain damages, **2A-505:38** 

Breach of warranties, **2A-519**, **2A-519:1** to **2A-519:31** 

Burden of proof; modification or impairment of rights and remedies, 2A-503:118 to 2A-503:122

Consequential and Incidental Damages, this index

Cover made by qualifying lease, damages when, **2A-518:6** to **2A-518:16** 

Cover not made by qualifying lease, damages when, **2A-518:17** 

Disposal of goods; lessee's default, 2A-527:6 to 2A-527:12

Fraud and effect thereof

Benefit-of-bargain damages, **2A-505:39** 

Incidental damages. Consequential and Incidental Damages, this index

Limitation of remedies

Consequential damages and failure of essential purpose,

2A-503:37 to 2A-503:44

Incidental damages and failure of essential purpose, 2A-503:37 to 2A-503:44

Liquidated damages, **2A-503:32**, **2A-503:35** 

Repair or replacement, limitation to, 2A-503:45 to 2A-503:55

Liquidation of damages

Generally, 2A-504, 2A-504:1 to 2A-504:21

Essential purpose, failing, **2A-504:13** 

Exclusivity, statement of, **2A-504:6** 

Failing to comply with 0167 2A-504(1), effect of,

2A-504:11 to 2A-504:14

Form of provision, **2A-504:8** Limitation of remedies,

2A-503:32, 2A-503:35

Limited damages compared, 2A-504:7

## DAMAGES—Cont'd

Liquidation of damages—Cont'd Modification of remedies, 2A-503:32, 2A-503:35

Official Code Comment, 2A-504:1

Reasonableness, 2A-504:9, 2A-504:10

Refund to lessee, **2A-504:15 to 2A-504:21** 

Scope and suggestions, 2A-504:2, 2A-504:3

Unconscionability, 2A-504:14

Nonacceptance, failure to pay, repudiation or other default, 2A-528, 2A-528:1 to 2A-528:26

Rent, lessor's action for, 2A-529, 2A-529:1 to 2A-529:16

Repair or replacement, limitation to, 2A-503:45 to 2A-503:55

Repudiation in regard to accepted goods, 2A-519, 2A-519:1 to 2A-519:31

Revocation of acceptance of goods
Breach of contract, lessee's damages for, 2A-517:160 to
2A-517:164

Wrongful revocation, **2A-517:145**Specific performance, adequacy of monetary damages as bar to, **2A-521:6** 

Substituted goods, **2A-518:6 to 2A-518:17** 

Wrongful revocation of acceptance, effect of, **2A-517:145** 

## **DEFAULT**

Generally, 2A-501, 2A-501:1 et seq.

Acceptance of Goods, this index

Antecedent claims; effect on cancellation or rescission, 2A-505:11 to 2A-505:13

Appellate review

Acceptance of goods

Effect of, 2A-516:64

Revocation of, 2A-517:181

Consequential and incidental damages, 2A-520:143

Delivery, 2A-509:49

Applicability, 2A-501:3

## DEFAULT—Cont'd

Benefit-of-bargain damages, **2A-505:38, 2A-505:39** 

Burden of establishing default by lessor after acceptance, 2A-516, 2A-516:1 et seq.

Burden of Proof, this index Cancellation, termination, rescission or fraud and effect thereof, 2A-505

Cancellation and effect thereof Generally, **2A-505**, **2A-505**:1 et seq.

Antecedent claims, effect on, 2A-505:11 to 2A-505:13

Definitions, **2A-505:3 to 2A-505:6** Lease, effect on, **2A-505:6** 

Lessor's remedies, **2A-523:9 to 2A-523:12** 

Mutual rescission distinguished, **2A-505:4** 

Official Code Comment, **2A-505:1** 

Revocation of acceptance distinguished, **2A-505:5** 

Revocation of acceptance of goods, **2A-517:154** 

Scope and suggestions, 2A-505:2

Consequential and Incidental Damages, this index

Construction of contract provision as limitation of remedy, **2A-503:16** to **2A-503:18** 

Contractual nature of limitations of remedies, 2A-503:8 to 2A-503:25

Cover

Generally, 2A-518, 2A-518:1 to 2A-518:22

Burden of proof, **2A-518:20**, **2A-518:21** 

Damages when cover made by qualifying lease, **2A-518:6** to **2A-518:16** 

Damages when cover not made by qualifying lease, **2A-518:17** 

Interest, 2A-518:19

Lessee's right to cover, **2A-518:4**, **2A-518:5** 

Official Code Comment, 2A-518:1

## **DEFAULT—Cont'd**

Cover—Cont'd

Qualifying lease, damages when cover made by, **2A-518:6** to **2A-518:16** 

Questions of fact, 2A-518:22 Scope and suggestions, 2A-518:2 Specific performance, denying, 2A-521:23, 2A-521:24

Transportation costs, 2A-518:18

Cumulative character of remedies, construction favoring, 2A-503:26, 2A-503:27

Cure

Improper tender or delivery, cure of lessor of, 2A-513, 2A-513:1 to 2A-513:23

Mitigation of damages

Acceptance of cure by lessor, 2A-520:50

Reasonable mitigation not possible; cure by lessee not required, **2A-520:66** 

Revocation of acceptance of goods; curing nonconformity

After revocation of acceptance, 2A-517:146 to 2A-517:151

Reasonable time limitations, subject to, 2A-517:96 to 2A-517:99

Specific performance; terms of decree, **2A-521:11** 

**Damages** 

Burden of proof; modification or impairment of rights and remedies, 2A-503:118 to 2A-503:122

Consequential and Incidental Damages, this index

Disposal of goods; lessee's default, 2A-527:6 to 2A-527:12

Fraud and effect thereof

Benefit-of-bargain damages, 2A-505:38, 2A-505:39

Common law, **2A-505:40 to 2A-505:56** 

Limitation of remedies

Consequential damages and failure of essential purpose, 2A-503:37 to 2A-503:44

#### DEFAULT—Cont'd **DEFAULT—Cont'd** Damages-Cont'd Damages—Cont'd Limitation of remedies—Cont'd Repudiation in regard to accepted goods, 2A-519, 2A-519:1 to Incidental damages and failure 2A-519:31 of essential purpose, 2A-503:37 to 2A-503:44 Revocation of acceptance of goods Liquidated damages, Breach of contract, lessee's 2A-503:32, 2A-503:35 damages for, 2A-517:160 to 2A-517:164 Repair or replacement, limitation to, 2A-503:45 to Wrongful revocation, 2A-503:55 2A-517:145 Liquidation of damages Specific performance, adequacy of Generally, 2A-504, 2A-504:1 to monetary damages as bar to, 2A-521:6 2A-504:21 Wrongful revocation of accep-Essential purpose, failing, 2A-504:13 tance, effect of, 2A-517:145 Exclusivity, statement of, Determination of, 2A-501:4 to 2A-504:6 2A-501:7 Failing to comply with 0167 Disposal of goods by lessor following 2A-504(1), effect of. default by lessee, 2A-527, 2A-504:11 to 2A-504:14 2A-527:1 to 2A-527:16 Form of provision, 2A-504:8 Economic loss, claim for, 2A-503:76, Limitation of remedies. 2A-503:77 2A-503:32, 2A-503:35 Election of remedy, **2A-503:33** Limited damages compared, Essential purpose, limited remedy 2A-504:7 failing Modification of remedies. Generally, 2A-503:65 to 2A-503:32, 2A-503:35 2A-503:116 Official Code Comment, Consequential damages, right to, 2A-504:1 2A-503:111 to 2A-503:113 Reasonableness, 2A-504:9, Curing defect and exceptions to 2A-504:10 failure, 2A-503:106 Refund to lessee, 2A-504:15 to Determination of failure, 2A-504:21 2A-503:94 to 2A-503:109 Scope and suggestions, Economic loss, claim for, 2A-504:2, 2A-504:3 2A-503:76, 2A-503:77 Unconscionability, 2A-504:14 Effect of failure to remedy. Nonacceptance, failure to pay, 2A-503:110 to 2A-503:116 repudiation or other default, Exceptions to failure, 2A-503:105 2A-528, 2A-528:1 to to 2A-503:109 2A-528:26 Hearing required, 2A-503:72 Nondelivery, repudiation, default Hybrid claim for personal injury and breach of warranty in and property damage or ecoregard to accepted goods, nomic loss, 2A-503:77 2A-519, 2A-519:1 to 2A-519:31 Latent defect, 2A-503:102 Liquidation of damages, Rent, lessor's action for, 2A-529, 2A-529:1 to 2A-529:16 2A-504:14 Repair or replacement, limitation Personal injury claims, 2A-503:74,

to, 2A-503:45 to 2A-503:55

2A-503:75

#### DEFAULT—Cont'd DEFAULT—Cont'd Essential purpose, limited remedy Fraud and effect thereof-Cont'd failing-Cont'd Damages-Cont'd Property damage or economic loss, Emotional distress damages not recoverable, 2A-505:48 claim for, 2A-503:76 Interest, 2A-505:46 Questions of fact, 2A-503:126 Lessor's, 2A-505:49 Refunds and exceptions to failure, 2A-503:107 Mitigation, 2A-505:47 Subsequent events, irrelevance of, Non-Code measure of damages. 2A-503:73 2A-505:40 to 2A-505:44 Out-of-pocket measure, Time limitation on remedy, 2A-505:42 2A-503:78 to 2A-503:82 Punitive, 2A-505:50, 2A-505:51 Unconscionability, 2A-503:66 to 2A-503:71, 2A-503:83 to Statute of limitations, 2A-505:52 2A-503:96 Waiver and estoppel, 2A-505:53 Uncured nonconformity, to 2A-505:55 2A-503:101 Definitions, 2A-505:18 to Waiver and estoppel, 2A-503:116 2A-505:36 Estoppel. Waiver and estoppel, below Duty to disclose, absence of, Exclusive remedies, 2A-503:28 to 2A-505:25 2A-503:31 Emotional distress damages not Fair quantum of remedy, 2A-503:62 recoverable, 2A-505:48 to 2A-503:64 Facts otherwise disclosed, Fraud and effect thereof 2A-505:24 Generally, 2A-505, 2A-505:1 et Ignorance of truth, lessor's, 2A-505:29 Absence of misrepresentation, Innocent misrepresentations, 2A-505:27 2A-505:21 Actual damages proved, limited to, Intent to defraud, absence of, 2A-505:44 2A-505:28 Bargained-for benefit, right to, Lessee's fraud. 2A-505:36 2A-505:15 Mental state, 2A-505:19 Benefit-of-bargain damages, Misrepresentation distinguished, 2A-505:38, 2A-505:39, 2A-505:20 to 2A-505:22 2A-505:41 Negligence, lessee's, 2A-505:35 Consequential damages, Negligent misrepresentations, 2A-505:45, 2A-505:47 2A-505:22 Cumulative remedies, 2A-505:37 Official Code Comment, 2A-505:1 **Damages** Opinion, 2A-505:33 Actual damages proved, limited Prior history, unknown, 2A-505:30 to, 2A-505:44 Promises, false, 2A-505:23 Benefit-of-bargain damages, Punitive damages, 2A-505:50, 2A-505:38, 2A-505:39, 2A-505:51 2A-505:41 Reliance, 2A-505:31, 2A-505:32 Burden of proof, 2A-505:56 Remedies for fraud, 2A-505:14 to Confirmation rule, costs of, 2A-505:65, 2A-505:37 to 2A-505:43 2A-505:39 Consequential, 2A-505:45, Rescission for fraud, 2A-505:57 to

2A-505:65

2A-505:47

#### DEFAULT—Cont'd

Fraud and effect thereof—Cont'd Restitution, 2A-505:63 to 2A-505:65

Revocation of acceptance of goods, **2A-517:154** 

Sales talk, 2A-505:34

Scope and suggestions, 2A-505:2

Warranty breach and fraud distinguished, 2A-505:16, 2A-505:17

Identification of goods to contract, default by lessee, 2A-524, 2A-524:1 to 2A-524:7

Impairment of rights and remedies.

Modification or impairment of rights and remedies, above

Improper delivery, rights of lessee including rightful rejection, **2A-509, 2A-509:1** et seq.

Incidental damages. Consequential and Incidental Damages, this index

Insolvency of lessor, right of lessee to goods on, 2A-522, 2A-522:1 to 2A-522:5

Installment contracts

Defined, 2A-510:4

Rejection and default; default by lessor

Generally, 2A-510, 2A-510:1 to 2A-510:29

Official Code Comment, 2A-510:1

Practical considerations, 2A-510:3

Right to reject, **2A-510:5**, **2A-510:6** 

Scope and suggestions, 2A-510:2

Substantial impairment of whole lease contract, 2A-510:7 to 2A-510:17

Waiver and estoppel, **2A-510:18 to 2A-510:29** 

Right to reject, **2A-510:5**, **2A-510:6** 

Substantial impairment of whole lease contract, 2A-510:7 to 2A-510:17

## DEFAULT—Cont'd

Lease agreement, under, **2A-501:5** Lessee, default by

Assemble goods, lessee's agreement to, **2A-525:12** 

Burden of proof; lessee's damages, 2A-503:119 to 2A-503:121

Damages for nonacceptance, failure to pay, repudiation or other default, 2A-528, 2A-528:1 to 2A-528:26

Disable and dispose of goods on lessee's premises, lessor's right to, 2A-525:11

Disposal of goods by lessor, 2A-527, 2A-527:1 to 2A-527:16

Essential purpose, limited remedy failing, **2A-503:109** 

Identification of goods to contract, 2A-524, 2A-524:1 to 2A-524:7

Incidental damages, 2A-530, 2A-530:1 to 2A-530:25

Lessor's remedies, below

Liquidation of damages; refund to lessee, 2A-504:15 to 2A-504:21

Possession of goods, right of lessor to, 2A-525, 2A-525:1 to 2A-525:12

Remedies, lessor's. Lessor's remedies, below

Rent, action for, 2A-529, 2A-529:1 to 2A-529:16

Residual interest, right of lessor to, 2A-532, 2A-532:1 to 2A-532:6

Stoppage of delivery in transit or otherwise, 2A-526, 2A-526:1 to 2A-526:15

Third parties, standing to sue for injury to goods, 2A-531, 2A-531:1 to 2A-531:11

Lessor, default by

Generally, **2A-508**, **2A-508:1** et seq.

Acceptance of goods, 2A-515, 2A-515:1 to 2A-515:25

Burden of establishing default after acceptance, **2A-516**,

## DEFAULT—Cont'd

Lessor, default by—Cont'd **2A-516:1 et seq.** 

Consequential and Incidental Damages, this index

Cover, 2A-518

Cure of improper tender or delivery, 2A-513, 2A-513:1 to 2A-513:23

Damages for nondelivery, repudiation, default and breach of warranty in regard to accepted goods, 2A-519, 2A-519:1 to 2A-519:31

Essential purpose, limited remedy failing, 2A-503:105 to 2A-503:107

Improper delivery, rights of lessee including rightful rejection, 2A-509, 2A-509:1 et seq.

Incidental damages. Consequential and Incidental Damages, this index

Insolvency of lessor, right of lessee to goods on, 2A-522, 2A-522:1 to 2A-522:5

Installment lease contracts, rejection and default, 2A-510, 2A-510:1 to 2A-510:29

Notice

Claim or litigation to person answerable over, 2A-516, 2A-516:1 et seq.

Objections of lessee, waiver of, 2A-514, 2A-514:1 to 2A-514:8

Remedies of lessee, 2A-508, 2A-508:1 et seq.

Replacement, cure of improper tender or delivery, 2A-513, 2A-513:1 to 2A-513:23

Replevin, 2A-521, 2A-521:25 to 2A-521:27

Revocation of acceptance of goods, 2A-517, 2A-517:1 et seq.

Rightfully rejected goods, duties as

Lessee's duties, 2A-512, 2A-512:1 to 2A-512:10

## **DEFAULT—Cont'd**

Lessor, default by—Cont'd
Rightfully rejected goods, duties as
to—Cont'd
Merchant lessee's duties,
2A-511, 2A-511:1 to
2A-511:9

Specific performance or replevin, 2A-521, 2A-521:1 to 2A-521:27

Substitute goods, 2A-518, 2A-518:1 to 2A-518:22

Waiver of objections of lessee, 2A-514, 2A-514:1 to 2A-514:8

Lessor's remedies

Generally, **2A-523**, **2A-523**:1 et seq.

Alternative damages recovery, **2A-523:13** 

Burden of proof, 2A-523:18 Cancellation, 2A-523:9 to 2A-523:12

Cumulative character of, 2A-523:7, 2A-523:8

Modification by agreement, **2A-523:14, 2A-523:15** 

Non-Code claims and remedies, **2A-523:16** 

Official Code Comment, **2A-523:1** Pleading and practice, **2A-523:17** Repudiation, **2A-523:10** 

Scope and suggestions, 2A-523:2

Limitation of remedies

Generally, **2A-503:34 to 2A-503:59** 

Consequential damages

Essential purpose, failure of, 2A-503:107, 2A-503:111 to 2A-503:113

Exclusion of, **2A-503:37 to 2A-503:44** 

Contractual nature of, **2A-503:8 to 2A-503:25** 

Economic loss, claim for, **2A-503:76, 2A-503:77** 

Effect of failure to remedy, 2A-503:110 to 2A-503:116

#### DEFAULT—Cont'd DEFAULT—Cont'd Limitation of remedies—Cont'd Limitation of remedies-Cont'd Essential purpose, limited remedy Liquidated damages, enforceability of, 2A-503:35 failing Generally, 2A-503:65 to Personal injury claims, 2A-503:74, 2A-503:116 2A-503:75 Consequential damages, right to, Property damage or economic loss, 2A-503:111 to 2A-503:113 claim for, 2A-503:76, 2A-503:77 Curing defect and exceptions to Refunds, 2A-503:56 to 2A-503:59 failure, 2A-503:106 Determination of failure, Time limitation on remedy, 2A-503:94 to 2A-503:109 2A-503:78 to 2A-503:82 Economic loss, claim for, Tort recovery, 2A-503:36 2A-503:76, 2A-503:77 Unconscionability, 2A-503:66 to Effect of failure to remedy, 2A-503:71, 2A-503:83 to 2A-503:110 to 2A-503:116 2A-503:96 Exceptions to failure, Validity of, 2A-503:60 to 2A-503:64 2A-503:105 to 2A-503:109 Waiver and estoppel, 2A-503:116 Hearing required, 2A-503:72 Liquidation of damages Hybrid claim for personal injury and property damage or Generally, 2A-504, 2A-504:1 to 2A-504:21 economic loss, 2A-503:77 Essential purpose, failing, Latent defect, 2A-503:102 2A-504:13 Liquidation of damages, Exclusivity, statement of, 2A-504:14 2A-504:6 Personal injury claims, Failing to comply with 0167 2A-503:74, 2A-503:75 2A-504(1), effect of, Property damage or economic 2A-504:11 to 2A-504:14 loss, claim for, **2A-503:76** Form of provision, 2A-504:8 Questions of fact, 2A-503:126 Limitation of remedies. Refunds and exceptions to fail-2A-503:32, 2A-503:35 ure, 2A-503:107 Limited damages compared, Subsequent events, irrelevance 2A-504:7 of, 2A-503:73 Official Code Comment, 2A-504:1 Time limitation on remedy, Reasonableness, 2A-504:9, 2A-503:78 to 2A-503:82 2A-504:10 Unconscionability, 2A-503:66 Refund to lessee, 2A-504:15 to to 2A-503:71, 2A-503:83 2A-504:21 to 2A-503:96 Scope and suggestions, 2A-504:2, Uncured nonconformity, 2A-504:3 2A-503:101 Unconscionability, 2A-504:14 Waiver and estoppel, Market rent, **2A-507**, **2A-507:1** to 2A-503:116 2A-507:9, 2A-528:6 to Fair quantum of remedy, 2A-528:26 2A-503:62 to 2A-503:64 Mixed lease of goods and real estate, Hybrid claim for personal injury 2A-501:10 and property damage or eco-Modification or impairment of rights nomic loss, 2A-503:77 and remedies Incidental damages, exclusion of, Generally, 2A-503, 2A-503:1 to

2A-503:37 to 2A-503:44

2A-503:127

## DEFAULT—Cont'd Modification or impairment of rights and remedies-Cont'd Additional and substitute rights and remedies, 2A-503:9 to 2A-503:12 Applicability, 2A-503:5 to 2A-503:7 Burden of proof, 2A-503:118 to 2A-503:122 Collateral obligations, 2A-503:5, 2A-503:6 Construction of contract provision as limitation of remedy, 2A-503:16 to 2A-503:18 Content of limitation, 2A-503:21, 2A-503:22 Contractual nature of limitations of remedies, 2A-503:8 to 2A-503:25 Contrary authority, **2A-503:20** Cumulative character of remedies. construction favoring, 2A-503:26, 2A-503:27 Election of remedy, 2A-503:33 Exclusive remedies, 2A-503:28 to 2A-503:31 Form of limitation of remedy, 2A-503:19, 2A-503:20 Lessee's damages; burden of proof, 2A-503:119 to 2A-503:121 Limitation of remedies, above Liquidated damage clause, 2A-503:32 Mitigation of damages, 2A-503:122 Negligence, disclaimer of liability for, **2A-503:23** Official Code Comment, 2A-503:1 Permissive remedies, 2A-503:27 Pleadings, 2A-503:117 Postlease limitation, 2A-503:12 Practice and procedure, 2A-503:117 to 2A-503:127

Questions of fact, 2A-503:124 to

Questions of law, 2A-503:124,

2A-503:126

2A-503:127

Rationale, 2A-503:4

## **DEFAULT—Cont'd** Modification or impairment of rights and remedies-Cont'd Scope and suggestions, **2A-503:2** Strict construction, 2A-503:22 Substitute rights and remedies, 2A-503:9 to 2A-503:12 Third persons, effect on, 2A-503:7 Time limitations Enforceability of, 2A-503:24 Waiver by lessor, 2A-503:25 Trade usage, **2A-503:10** Voidable contract, 2A-503:11 Warranty disclaimer distinguished from limitation of remedy, 2A-503:13 to 2A-503:15 Negligence, disclaimer of liability for, 2A-503:23 Notice Generally, 2A-502, 2A-502:1 to 2A-502:4 Breach, notice of, 2A-516:13 et seq. Lessor's default, 2A-516, 2A-516:1 et seq. Official Code Comment, 2A-502:1 Requirement of, 2A-502:4 Revocation of acceptance of goods, 2A-517:58 to 2A-517:66, 2A-517:70 to 2A-517:80 Scope and suggestions, 2A-502:2 Objections of lessee, waiver of, 2A-514, 2A-514:1 to 2A-514:8 Official Code Comment, 2A-501:1 Personal injuries Consequential and incidental damages Generally, 2A-520:103 to 2A-520:105 Fraud in the inducement: economic loss not recoverable in torts, 2A-520:81 Rescue attempt, injury sustained in, 2A-520:104 Third persons, injury of,

2A-520:105

2A-520:81

Fraud in the inducement; economic

loss not recoverable in torts,

## DEFAULT—Cont'd Personal injuries—Cont'd Limitation of remedies, 2A-503:74, 2A-503:75 Pleadings Acceptance of goods Effect of. 2A-516:60 to 2A-516:65 Revocation of acceptance, 2A-517:165 to 2A-517:167 Consequential and incidental damages, 2A-520:127, 2A-520:128 Incidental damages, lessor's, 2A-530:16, 2A-530:17 Lessor's remedies, 2A-523:17 Modification or impairment of rights and remedies, 2A-503:117 Statute of limitations, 2A-506:26 to 2A-506:32 Possession of goods, right of lessor following default by lessee, 2A-525, 2A-525:1 to 2A-525:12 Procedure, 2A-501, 2A-501:1 to 2A-501:11 Property damage or economic loss, claim for, 2A-503:76, 2A-503:77 Questions of law or fact Acceptance of goods Effect of, 2A-516:62 to 2A-516:64 Lessee's failure to reject, 2A-515:25, 2A-515:26 Revocation of, 2A-517:173 to 2A-517:180 Consequential and incidental damages, 2A-520:136 to 2A-520:142 Cover, 2A-518:22 Cure of improper tender or delivery, default by lessor, 2A-513:22, 2A-513:23 Failure of essential purpose, 2A-503:126

```
DEFAULT—Cont'd
  Questions of law or fact-Cont'd
    Mitigation of consequential and
         incidental damages,
         2A-520:56, 2A-520:57
     Modification or impairment of
         rights and remedies,
         2A-503:124 to 2A-503:127
     Statute of limitations, 2A-506:31,
         2A-506:32
     Substituted goods, 2A-518:22
  Refunds
    Essential purpose, exceptions to
         failure of, 2A-503:107
    Limitation to, 2A-503:56 to
         2A-503:59
    Liquidation of damages; refund to
         lessee, 2A-504:15 to
         2A-504:21
     Revocation of acceptance of
         goods; lessor's duty to refund
         rent and security, 2A-517:142
  Remedies
     Generally, 2A-501:8 to 2A-501:10
    Fraud and effect thereof,
         2A-505:14 to 2A-505:65,
         2A-505:37 to 2A-505:39
    Lessee's remedies, 2A-508,
         2A-508:1 et seq.
    Lessor's remedies, above
    Modification or impairment of
         rights and remedies, above
  Rent, action by lessor for, 2A-529,
       2A-529:1 to 2A-529:16
  Repairs
     Consequential and incidental dam-
         ages, 2A-520:116,
         2A-520:117, 2A-520:135
     Cure of improper tender or
         delivery, default by lessor,
         2A-513:14 to 2A-513:16
    Exclusion of damages not per se
         unconscionable, 2A-503:91
    Limitation to. 2A-503:45 to
         2A-503:55
     Revocation of acceptance and,
         2A-517:74, 2A-517:89,
```

Improper delivery, rights of lessee

2A-509:45 to 2A-509:48

including rightful rejection,

2A-517:90, 2A-517:108,

2A-517:120

cumstances, 2A-521:7,

2A-521:8, 2A-521:19

#### DEFAULT—Cont'd **DEFAULT—Cont'd** Repairs—Cont'd Residual interest, right of lessor following default by lessee, Statute of limitations, tolling, 2A-506:22 2A-532, 2A-532:1 to 2A-532:6 Substantial impairment, not Revocation of acceptance, 2A-505:5 constituting, 2A-517:52, Revocation of acceptance of goods, 2A-517:53 default by lessor, 2A-517, Replacements 2A-517:1 et seq. Consequential and incidental dam-Rightfully rejected goods, duties of ages, 2A-520:118 lessor as to Consequential and incidental dam-Lessee's duties, 2A-512, 2A-512:1 ages; negligence or breach by to 2A-512:10 replacement supplier, Merchant lessee's duties, 2A-511, 2A-520:44 2A-511:1 to 2A-511:9 Cure of improper tender or Scope and suggestions, 2A-501:2 delivery, default by lessor, Specific performance 2A-513, 2A-513:1 to Generally, 2A-521, 2A-521:1 to 2A-513:23 2A-521:27 Exclusion of damages not per se Adequacy of monetary damages as unconscionable, 2A-503:91 bar to, 2A-521:6 Limitation to, 2A-503:45 to Burden of proof, 2A-521:17 2A-503:55 Contract provisions as to, Replevin 2A-521:5 Generally, 2A-521, 2A-521:21 to Cover made or available; denying 2A-521:27 specific performance, Burden of proof, 2A-521:27 2A-521:23, 2A-521:24 Election of remedies, 2A-521:26 Decree for, 2A-521:10 2A-521:17 Official Code Comment, 2A-521:1 Denying, 2A-521:21 to 2A-52:24 Scope and suggestions, **2A-521:2** Extraordinary character of, Repossession 2A-521:4 Generally, 2A-525:6 to 2A-525:10 Granting, 2A-521:18 to 2A-52:20 Judicial, 2A-525:10 Identification of goods necessary, Self-help, 2A-525:7, 2A-525:8 2A-521:9 Rescission and effect thereof Lessee's right to, generally, Generally, 2A-505, 2A-505:1 et 2A-521:3 to 2A-521:9 seq. Limitations on court's power, Antecedent claims, effect on, 2A-505:11 to 2A-505:13 2A-521:16 Cumulative remedy, 2A-505:9 Official Code Comment, 2A-521:1 Fraud, 2A-505:57 to 2A-505:65 Ordinary, nonunique goods; deny-Judicial rescission, 2A-517:158 ing specific performance, 2A-521:21 Mutual rescission, 2A-505:4, 2A-517:157 Scope and suggestions, 2A-521:2 Not an election of remedies, Supply and requirements contracts, 2A-505:10 2A-521:20 Official Code Comment, 2A-505:1 Terms of decree, 2A-521:10 Revocation of acceptance of 2A-521:14 goods, 2A-517:156 to Uniqueness or other proper cir-

2A-517:158

Scope and suggestions, 2A-505:2

DEFAULT—Cont'd	DEFAULT—Cont'd
Statute of limitations	Statute of limitations—Cont'd
Generally, 2A-506, 2A-506:1 to 2A-506:32	Tolling—Cont'd
	Repairs by lessor, 2A-506:22
Anticipatory repudiation, 2A-506:17	Statutory, <b>2A-501:6</b> , <b>2A-501:7</b>
211 000117	Stoppage of delivery in transit or otherwise; default by lessee,
Arbitration, 2A-506:7	2A-526, 2A-526:1 to 2A-526:15
Burden of proof, 2A-506:27	Substitute goods
Computation, 2A-506:15 to 2A-506:18	Generally, <b>2A-518:1 to 2A-518:22</b>
Consumer protection, <b>2A-506:6</b>	Burden of proof, <b>2A-518:20</b> ,
Counterclaims, 2A-506:10	2A-518:21
Crossclaims, 2A-506:10	Damages when cover made by
Disability; tolling statute,	qualifying lease, <b>2A-518:6 to</b>
2A-506:20	2A-518:16
Estoppel to assert, <b>2A-506:28 to</b>	Damages when cover not made by
2A-506:30	qualifying lease, 2A-518:17
Fraud and effect thereof; damages,	Interest, 2A-518:19
2A-505:52	Lessee's right to cover, 2A-518:4,
Incarceration; tolling statute,	2A-518:5
2A-506:20	Official Code Comment, <b>2A-518:1</b>
Indemnity claims, 2A-506:18	Qualifying lease, damages when
Laches, 2A-506:5	cover made by, <b>2A-518:6 to</b>
Minority; tolling statute,	2A-518:16
2A-506:20	Questions of fact, 2A-518:22
Modification of period, 2A-506:12	Scope and suggestions, 2A-518:2
to 2A-506:14	Transportation costs, <b>2A-518:18</b>
Multiple causes of action,	Termination and effect thereof
2A-506:8	Generally, <b>2A-505</b> , <b>2A-505:1</b> et
Non-Code, <b>2A-506:9</b>	seq. Definition, 2A-505:7
Notice of defect distinguished,	
2A-506:3	Scope and suggestions, <b>2A-505:2</b>
Official Code Comment, <b>2A-506:1</b>	Third parties, standing to sue for injury to goods following
Pleading and practice, 2A-506:26	default by lessee, <b>2A-531</b> ,
to 2A-506:32	2A-531:1 to 2A-531:11
Questions of fact, <b>2A-506:31</b> ,	Time and place, evidence of market
2A-506:32	rent, <b>2A-507</b> , <b>2A-507:1</b> to
Questions of law, 2A-506:31	2A-507:9
Scope and suggestions, <b>2A-506:2</b>	Tort recovery and limitation of reme-
Termination by prior action,	dies, <b>2Å-503:36</b>
2A-506:23 to 2A-506:25	Trade usage, <b>2A-503:10</b>
Time period, <b>2A-506:11</b>	Unconscionability
Tolling	Exclusion of damages not per se
Generally, <b>2A-506:19 to</b>	unconscionable, 2A-503:90 to
2A-506:22	2A-503:93
Disability, <b>2A-506:20</b>	Failure of essential purpose,
Exceptions, 2A-506:21	2A-503:95, 2A-503:96
Incarceration, 2A-506:20	Limited remedy failing its essential
Minority, <b>2A-506:20</b>	purpose, <b>2A-503:66 to</b>

to

DEFAULT—Cont'd	DELIVERY—Cont'd
Unconscionability—Cont'd	Appellate review, 2A-509:49
2A-503:71, 2A-503:83 to	Excess quantity, 2A-509:40
2A-503:93	Fungible goods; partial acceptance,
Liquidation of damages,	2A-509:35
2A-504:14	Improper delivery, rights of lessee
Validity of limitation of remedies,	including rightful rejection,
2A-503:60 to 2A-503:64	2A-509, 2A-509:1 et seq.
Voidable contract, 2A-503:11	Late delivery, 2A-509:37
Waiver, <b>2A-501:11</b>	Manner of rejection, 2A-509:12 to
Waiver and estoppel	2A-509:19
Cure of improper tender or	Nonconforming mixtures, <b>2A-509:41</b>
delivery, default by lessor,	Nonconformity, 2A-509:8 to
2A-513:20, 2A-513:21	2A-509:10
Default, <b>2A-501:11</b>	Partial acceptance of goods,
Fraud and effect thereof; damages,	2A-509:34, 2A-509:35
2A-505:53 to 2A-505:55	Peaceful enjoyment; breaches by les-
Installment lease contracts, rejec-	sors, <b>2A-509:38</b>
tion and default; default by lessor, <b>2A-510:18 to</b>	Perfect tender rule, 2A-509:7
2A-510:29	Questions of fact, 2A-509:45
Limitation of remedies,	2A-509:47
2A-503:116	Questions of law, 2A-509:48
Objections of lessee, waiver of,	Rightful rejection by lessee
2A-514, 2A-514:1 to	Generally, 2A-509:7 to 2A-509:36
2A-514:8	Grounds for rejection, 2A-509:7 to
Statute of limitations, estoppel to	2A-509:11
assert, <b>2A-506:28 to</b>	Manner of rejection, 2A-509:12 to
2A-506:30	2A-509:19
Waiver of objections of lessee,	Nonconformity, 2A-509:8 to
2A-514	2A-509:10
Warranties	Perfect tender rule, 2A-509:7
Damages for breach of, 2A-519,	Permissible trade usage deviation,
2A-519:1 to 2A-519:31	2A-509:11
Disclaimers	Time of rejection, 2A-509:20 to
Assimilating limitations of remedies and disclaimers of	2A-509:36
warranties, 2A-503:70	Trivial nonconformities, bad faith
Limitation of remedy	rejection for, 2A-509:10
distinguished, 2A-503:13	Shortages, <b>2A-509:39</b>
to 2A-503:15	Stoppage of delivery; lessee's
Fraud distinguished, <b>2A-505:16</b> ,	default, 2A-526, 2A-526:1 to
2A-505:17	2A-526:15
Lessee's remedies for beach,	Time of rejection, 2A-509:20 to
2A-508:9	2A-509:36
Revocation of acceptance of goods	Trivial nonconformities, bad faith
and breach of, <b>2A-517:55</b>	rejection for, <b>2A-509:10</b>
DELIVERY	,

**DISABILITIES** 

Statute of limitations, tolling, 2A-506:20

Art. 2A Index-18

2A-515:25

Acceptance of goods, default by lessor, **2A-515**, **2A-515:1** to

#### DISCLAIMERS OF WARRANTIES

Assimilating limitations of remedies and, **2A-503:70** 

Limitation of remedy distinguished, 2A-503:13 to 2A-503:15

## DISPOSAL OF GOODS

Lessee's default, 2A-527, 2A-527:1 to 2A-527:16

#### ECONOMIC LOSS DOCTRINE

Consequential and incidental damages, 2A-520:71 to 2A-520:83

## **EMOTIONAL DISTRESS**

Fraud and effect thereof; emotional distress damages not recoverable, **2A-505:48** 

## **ENVIRONMENTAL PROTECTION**

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:82

## **ESSENTIAL PURPOSE**

Limited remedy failing Generally, 2A-503:65 to 2A-503:116

Consequential damages, right to, 2A-503:111 to 2A-503:113

Curing defect and exceptions to failure, **2A-503:106** 

Determination of failure, 2A-503:94 to 2A-503:109

Economic loss, claim for,

**2A-503:76, 2A-503:77** Effect of failure to remedy,

2A-503:110 to 2A-503:116

Exceptions to failure, **2A-503:105** to **2A-503:109** 

Hearing required, 2A-503:72

Hybrid claim for personal injury and property damage or economic loss, **2A-503:77** 

Latent defect, **2A-503:102** 

Liquidation of damages, 2A-504:14

Personal injury claims, **2A-503:74**, **2A-503:75** 

Property damage or economic loss, claim for, **2A-503:76** 

Ouestions of fact, 2A-503:126

## ESSENTIAL PURPOSE—Cont'd

Limited remedy failing—Cont'd Refunds and exceptions to failure, **2A-503:107** 

Subsequent events, irrelevance of, **2A-503:73** 

Time limitation on remedy, **2A-503:78 to 2A-503:82** 

Unconscionability, 2A-503:66 to 2A-503:71, 2A-503:83 to 2A-503:96

Uncured nonconformity, **2A-503:101** 

Waiver and estoppel, 2A-503:116

#### **ESTOPPEL**

Waiver and Estoppel, this index

## **EVIDENCE**

Acceptance of goods; evidentiary significance of use of goods, 2A-517:127

Burden of Proof, this index Consequential and incidental dam-

ages, 2A-520:129 to 2A-520:135

Incidental damages, lessor's, 2A-530:16, 2A-530:17

## **FACT, QUESTIONS OF**

Questions of Law or Fact, this index

## FINANCE CHARGES

Incidental damages, lessor's, **2A-530:7** 

## FINANCE LEASES

Acceptance

Effect of, **2A-516:9**, **2A-516:11**Revocation of, **2A-517:8** to **2A-517:10** 

## FINANCING CHARGES

Consequential and incidental damages, **2A-520:84** 

## **FRAUD**

Generally, 2A-505, 2A-505:1 et seq. Absence of misrepresentation, 2A-505:27

Actual damages proved, limited to, 2A-505:44

## FRAUD—Cont'd Bargained-for benefit, right to, 2A-505:15 Benefit-of-bargain damages, 2A-505:38, 2A-505:39, 2A-505:41 Consequential damages, 2A-505:45, 2Å-505:47 Cumulative remedies, 2A-505:37 Damages Actual damages proved, limited to, 2A-505:44 Benefit-of-bargain damages, 2A-505:38, 2A-505:39, 2A-505:41 Burden of proof, 2A-505:56 Confirmation rule, costs of, 2A-505:43 Consequential, 2A-505:45, 2A-505:47 Emotional distress damages not

recoverable, 2A-505:48 Interest, 2A-505:46 Lessor's, 2A-505:49

Mitigation, 2A-505:47

Non-Code measure of damages, 2A-505:40 to 2A-505:44

Out-of-pocket measure, 2A-505:42 Punitive, 2A-505:50, 2A-505:51

Statute of limitations, 2A-505:52

Waiver and estoppel, 2A-505:53 to 2A-505:55

Definitions, 2A-505:18 to 2A-505:36 Duty to disclose, absence of, 2A-505:25

Emotional distress damages not recoverable, 2A-505:48

Facts otherwise disclosed, 2A-505:24 Ignorance of truth, lessor's,

2A-505:29

Inducement, fraud in the; economic loss not recoverable in torts, 2A-520:76 to 2A-520:83

Innocent misrepresentations, 2A-505:21

Intent to defraud, absence of, 2A-505:28

Lessee's fraud, 2A-505:36 Mental state, 2A-505:19

#### FRAUD-Cont'd

Misrepresentation distinguished, 2A-505:20 to 2A-505:22 Negligence, lessee's, 2A-505:35 Negligent misrepresentations, 2A-505:22

Official Code Comment, 2A-505:1 Opinion, 2A-505:33 Prior history, unknown, 2A-505:30 Promises, false, 2A-505:23

Punitive damages, 2A-505:50,

2A-505:51 Reliance, 2A-505:31, 2A-505:32

Remedies for fraud. 2A-505:14 to 2A-505:65, 2A-505:37 to 2A-505:39

Rescission for fraud. 2A-505:57 to 2A-505:65

Restitution, 2A-505:63 to 2A-505:65 Revocation of acceptance of goods, 2A-517:154

Sales talk, 2A-505:34

Scope and suggestions, 2A-505:2 Warranty breach and fraud distinguished, 2A-505:16, 2A-505:17

#### **GOOD WILL**

Consequential and incidental damages, 2A-520:85 to 2A-520:87

#### **IDENTIFICATION**

Lessor's right to identify goods to lease contract, 2A-524, 2A-524:1 to 2A-524:7

## **IDLE AND DOWN TIME**

Consequential and incidental damages, 2A-520:123 to 2A-520:125

#### INCIDENTAL DAMAGES

Lessee's. Consequential and Incidental Damages, this index Lessor's. Incidental Damages, Lessor's, his index

## INCIDENTAL DAMAGES, LESSOR'S

Generally, 2A-530, 2A-530:1 to 2A-530:25

Commissions, 2A-530:6

## INCIDENTAL DAMAGES, LESSOR'S—Cont'd

Consequential and, **2A-530:14**Defined, **2A-530:4** to **2A-530:11** 

Entitlement to damages, lessor's, **2A-530:3** 

Exclusions, 2A-530:12 to 2A-530:15

Finance charges, 2A-530:7

Improper re-lease, recovery not barred by, **2A-530:11** 

Insurance, 2A-530:7

Interest as, **2A-530:18 to 2A-530:25**Official Code Comment, **2A-530:1** 

Overhead, 2A-530:13

Pleadings and procedures, **2A-530:16**, **2A-530:17** 

Salvage and transportation, 2A-530:8

Scope and suggestions, **2A-530:2** 

Storage and care, 2A-530:9

Transportation, 2A-530:8

Travel expenses, 2A-530:10

#### INDEMNIFICATION

Statute of limitations, 2A-506:18

#### **INFANTS**

Children, this index

## INFRINGEMENT CLAIMS

Acceptance, effect of, 2A-516:55 to 2A-516:59

## **INSOLVENCY**

Right of lessee to goods on leases, 2A-522, 2A-522:1 to 2A-522:5

## **INSTALLATION COSTS**

Consequential and incidental damages, 2A-520:89

## INSTALLMENT CONTRACTS

Defined, 2A-510:4

Rejection and default; default by lessor

Generally, 2A-510

Official Code Comment, 2A-510:1

Practical considerations, 2A-510:3

Right to reject, **2A-510:5**, **2A-510:6** 

Scope and suggestions, 2A-510:2

# INSTALLMENT CONTRACTS —Cont'd

Rejection and default; default by lessor—Cont'd

Substantial impairment of whole lease contract, 2A-510:7 to 2A-510:17

Waiver and estoppel, **2A-510:18 to 2A-510:29** 

Right to reject, **2A-510:5**, **2A-510:6**Substantial impairment of whole lease contract, **2A-510:7** to **2A-510:17** 

#### **INSURANCE**

Consequential and incidental damages, **2A-520:90**Incidental damages, lessor's,

2A-530:7

#### INTEREST

Consequential and incidental damages, 2A-520:91 to 2A-520:96

## INTERPRETATION

Construction and Interpretation, this index

## **JURY INSTRUCTIONS**

Mitigation of consequential and incidental damages, 2A-520:58

#### **LACHES**

Statute of limitations, 2A-506:5

### LATENT DEFECTS

Essential purpose, failure of, **2A-503:102** 

#### **LEASES**

Default, this index

## LIMITATION OF REMEDIES

Generally, 2A-503:34 to 2A-503:59

Consequential damages

Essential purpose, failure of, 2A-503:107, 2A-503:111 to 2A-503:113

Exclusion of, 2A-503:37 to 2A-503:44

Contractual nature of, 2A-503:8 to 2A-503:25

Economic loss, claim for, **2A-503:76**, **2A-503:77** 

# LIMITATION OF REMEDIES —Cont'd

Effect of failure to remedy, 2A-503:110 to 2A-503:116

Essential purpose, limited remedy failing

Generally, **2A-503:65 to 2A-503:116** 

Consequential damages, right to, 2A-503:111 to 2A-503:113

Curing defect and exceptions to failure, **2A-503:106** 

Determination of failure, 2A-503:94 to 2A-503:109

Economic loss, claim for, **2A-503:76**, **2A-503:77** 

Effect of failure to remedy, 2A-503:110 to 2A-503:116

Exceptions to failure, 2A-503:105 to 2A-503:109

Hearing required, 2A-503:72

Hybrid claim for personal injury and property damage or economic loss, **2A-503:77** 

Latent defect, **2A-503:102** 

Liquidation of damages, 2A-504:14

Personal injury claims, 2A-503:74, 2A-503:75

Property damage or economic loss, claim for, **2A-503:76** 

Questions of fact, 2A-503:126

Refunds and exceptions to failure, **2A-503:107** 

Subsequent events, irrelevance of, **2A-503:73** 

Time limitation on remedy, 2A-503:78 to 2A-503:82

Unconscionability, 2A-503:66 to 2A-503:71, 2A-503:83 to 2A-503:96

Uncured nonconformity, **2A-503:101** 

Waiver and estoppel, **2A-503:116** Fair quantum of remedy, **2A-503:62** 

to 2A-503:64

Hybrid claim for personal injury and property damage or economic loss, **2A-503:77** 

# LIMITATION OF REMEDIES —Cont'd

Incidental damages, exclusion of, 2A-503:37 to 2A-503:44

Liquidated damages, enforceability of, **2A-503:35** 

Personal injury claims, 2A-503:74, 2A-503:75

Property damage or economic loss, claim for, 2A-503:76, 2A-503:77

Refunds, 2A-503:56 to 2A-503:59 Time limitation on remedy, 2A-503:78 to 2A-503:82

Tort recovery, 2A-503:36

Unconscionability, 2A-503:66 to 2A-503:71, 2A-503:83 to 2A-503:96

Validity of, **2A-503:60 to 2A-503:64** Waiver and estoppel, **2A-503:116** 

#### LIMITATIONS OF TIME

Statute of Limitations, this index

## LIQUIDATION OF DAMAGES

Generally, 2A-504, 2A-504:1 to 2A-504:21

Essential purpose, failing, **2A-504:13** Exclusivity, statement of, **2A-504:6** Failing to comply with 0167 2A-504(1), effect of, **2A-504:11** to **2A-504:14** 

Form of provision, 2A-504:8 Limitation of remedies, 2A-503:32, 2A-503:35

Limited damages compared, 2A-504:7

Modification of remedies, **2A-503:32, 2A-503:35** 

Official Code Comment, 2A-504:1

Reasonableness, 2A-504:9, 2A-504:10

Refund to lessee, **2A-504:15 to 2A-504:21** 

Scope and suggestions, 2A-504:2, 2A-504:3

Unconscionability, 2A-504:14

## LITIGATION EXPENSES

Consequential and incidental damages, 2A-520:97 to 2A-520:100

#### LOST PROFITS

Consequential and incidental damages, 2A-520:108 to 2A-520:114, 2A-520:134

#### MAGNUSON-MOSS ACT

Attorneys' fees, recoverability of, 2A-520:100

Cure of improper tender or delivery, default by lessor, **2A-513:6** 

Revocation of acceptance of goods, 2A-517:101

### MARKET RENT

Evidence, 2A-507, 2A-507:1 to 2A-507:9

Lessor's remedies, **2A-528:6 to 2A-528:26** 

#### **MENTAL ANGUISH**

Consequential and incidental damages, 2A-520:101, 2A-520:102

#### **MINORS**

Children, this index

#### **MOBILE HOMES**

Use constitutes reacceptance, 2A-517:123 to 2A-517:126

## **MODIFICATIONS**

Default, this index

#### MOTOR VEHICLES

Use constitutes reacceptance, 2A-517:121, 2A-517:122

### **NEGLIGENCE**

Consequential and incidental damages; negligence or breach by replacement supplier, 2A-520:44

Disclaimer of liability for, 2A-503:23 Revoking acceptance, relation of lessee to goods in lessee8217s possession at time of, 2A-517:140

## NOTICE

Breach, notice of, **2A-516:13 et seq.** Revocation of acceptance of goods, **2A-517:58 to 2A-517:66** 

#### **OBJECTIONS**

Lessor's default; waiver of objections by lessee, 2A-514, 2A-514:1 to 2A-514:8

#### **OPINION**

Fraud and effect thereof, 2A-505:33

#### PERSONAL INJURIES

Consequential and incidental damages

Generally, **2A-520:103 to 2A-520:105** 

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:81

Rescue attempt, injury sustained in, **2A-520:104** 

Third persons, injury of, **2A-520:105** 

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:81

Limitation of remedies, 2A-503:74, 2A-503:75

## PLACE OR LOCATION

Market rent, 2A-507, 2A-507:1 to 2A-507:9

## **PLEADINGS**

Acceptance of goods

Effect of, 2A-516:60 to 2A-516:65

Revocation of acceptance,

2A-517:165 to 2A-517:167

Consequential and incidental damages, 2A-520:127, 2A-520:128

Incidental damages, lessor's, **2A-530:16, 2A-530:17** 

Lessor's remedies, 2A-523:17

Modification or impairment of rights and remedies, 2A-503:117

Statute of limitations, **2A-506:26 to 2A-506:32** 

## **POSSESSION**

Lessor's right to possession of goods; default by lessee, 2A-525, 2A-525:1 to 2A-525:12

## PRELIMINARY INJUNCTIONS

Specific performance, 2A-521:15

#### PRISONS AND PRISONERS

Statute of limitations, tolling, **2A-506:20** 

#### **PUNITIVE DAMAGES**

Fraud and effect thereof, **2A-505:50**, **2A-505:51** 

## QUESTIONS OF LAW OR FACT

Acceptance of goods

Effect of, 2A-516:62 to 2A-516:64

Lessee's failure to reject,

2A-515:25, 2A-515:26

Revocation of, **2A-517:173 to 2A-517:180** 

Consequential and incidental damages, 2A-520:136 to

2A-520:142

Cover. 2A-518:22

Cure of improper tender or delivery, default by lessor, 2A-513:22, 2A-513:23

Failure of essential purpose, **2A-503:126** 

Improper delivery, rights of lessee including rightful rejection, 2A-509:45 to 2A-509:48

Mitigation of consequential and incidental damages, 2A-520:56, 2A-520:57

Modification or impairment of rights and remedies, 2A-503:124 to 2A-503:127

Statute of limitations, **2A-506:31**, **2A-506:32** 

Substituted goods, 2A-518:22

### **REAL ESTATE**

Real Property, this index

## **REAL PROPERTY**

Mixed lease of goods and real estate, 2A-501:10

#### **REFUNDS**

Essential purpose, exceptions to failure of, **2A-503:107** 

Limitation to, **2A-503:56 to 2A-503:59** 

Liquidation of damages; refund to lessee, 2A-504:15 to 2A-504:21

## REFUNDS—Cont'd

Revocation of acceptance of goods; lessor's duty to refund rent and security, 2A-517:142

## REJECTION OF GOODS

Revocation of acceptance of goods distinguished, **2A-517:153** 

#### REMEDIES

Default, this index

#### RENT

Lessor's action for rent, 2A-529, 2A-529:1 to 2A-529:16

Market rent

Evidence, 2A-507, 2A-507:1 to 2A-507:9

Lessor's remedies, **2A-528:6 to 2A-528:26** 

#### REPAIRS

Consequential and incidental damages, 2A-520:116, 2A-520:117, 2A-520:135

Cure of improper tender or delivery, default by lessor, **2A-513:14 to 2A-513:16** 

Exclusion of damages not per se unconscionable, **2A-503:91** 

Limitation to, 2A-503:45 to 2A-503:55

Revocation of acceptance and, 2A-517:74, 2A-517:89, 2A-517:90, 2A-517:108, 2A-517:120

Statute of limitations, tolling, **2A-506:22** 

Substantial impairment, not constituting, 2A-517:52, 2A-517:53

#### REPLACEMENTS

Consequential and incidental damages, 2A-520:118

Consequential and incidental damages; negligence or breach by replacement supplier, 2A-520:44

Cure of improper tender or delivery, default by lessor, 2A-513, 2A-513:1 to 2A-513:23

Exclusion of damages not per se unconscionable, **2A-503:91** 

Art. 2A Index-24

# REPLACEMENTS—Cont'd Limitation to, 2A-503:45 to 2A-503:55

### REPLEVIN

Generally, 2A-521, 2A-521:21 to 2A-521:27

Burden of proof, **2A-521:27** Election of remedies, **2A-521:26** Official Code Comment, **2A-521:1** Scope and suggestions, **2A-521:2** 

#### REPOSSESSION

Generally, **2A-525:6** to **2A-525:10** Judicial, **2A-525:10** Self-help, **2A-525:7**, **2A-525:8** 

## REPUDIATION

Damages in regard to accepted goods, 2A-519, 2A-519:1 to 2A-519:31

Lessor's remedies, 2A-523:10, 2A-528, 2A-528:1 to 2A-528:26

## REQUIREMENTS CONTRACTS

Specific performance, 2A-521:20

### RESCISSION

Generally, 2A-505, 2A-505:1 et seq.
Antecedent claims, effect on,
2A-505:11 to 2A-505:13
Cumulative remedy, 2A-505:9
Fraud, for, 2A-505:57 to 2A-505:65
Judicial rescission, 2A-517:158
Mutual rescission, 2A-505:4,
2A-517:157

Not an election of remedies, 2A-505:10

Official Code Comment, 2A-505:1 Revocation of acceptance, 2A-517:156 to 2A-517:158

Scope and suggestions, 2A-505:2

## RESIDUAL INTEREST

Right of lessor following default by lessee, 2A-532, 2A-532:1 to 2A-532:6

## RESTITUTION

Fraud and effect thereof, **2A-505:63 to 2A-505:65** 

# REVOCATION OF ACCEPTANCE OF GOODS

Generally, **2A-517**, **2A-517**:1 et seq. Accessory goods, **2A-517**:135
Alternation of goods, **2A-517**:105 to **2A-517**:107

Appellate review, **2A-517:181** Applicability, **2A-517:4** 

Breach of contract, lessee's damages for, **2A-517:160 to 2A-517:164**Breach of warranty and, **2A-517:55**Burden of proof, **2A-517:169 to** 

2A-517:172 Cancellation, 2A-517:154

Commercial unit; lot, 2A-517:136

Conduct effective as notice of, 2A-517:70 to 2A-517:74

Counterclaims, 2A-517:168

Cumulative nature of remedies, 2A-517:3, 2A-517:159

Cure of nonconformity

After revocation of acceptance, 2A-517:146 to 2A-517:151

Reasonable time limitations, subject to, 2A-517:96 to 2A-517:99

Defenses, 2A-517:168

Effect of, 2A-517:134 to 2A-517:142

Evidentiary significance of use of goods, **2A-517:127** 

Extent of use; loss of right to revocation, 2A-517:118 to 2A-517:126

Failure of limited remedy, **2A-517:5** Finance leases, **2A-517:8 to** 

nance leases, 2A-517: 2A-517:10

First ground: nonconformity substantially impairing value, **2A-517:12 to 2A-517:17** 

Fraud, remedies for, **2A-517:154**Grounds for revocation, **2A-517:11 to 2A-517:19** 

Lessor's actions on lessee's right to acceptance, 2A-517:96 to 2A-517:101

Loss of right to revoke, 2A-517:102 to 2A-517:133

Lot; commercial unit, **2A-517:136**Magnuson-Moss Act, **2A-517:101**Mechanics of, **2A-517:56 to 2A-517:69** 

# REVOCATION OF ACCEPTANCE OF GOODS—Cont'd

- Mobile homes where use constitutes reacceptance, 2A-517:123 to 2A-517:126
- Motor vehicles where use constitutes reacceptance, 2A-517:121, 2A-517:122
- Nature and extent of use; loss of right to revocation, 2A-517:118 to 2A-517:126
- Negligence, effect of lessee's, 2A-517:140
- No construction against revocation of acceptance, **2A-517:7**
- Nonconformity substantially impairing value as first ground, 2A-517:12 to 2A-517:17
- No right to cure after revocation, 2A-517:6
- Notice of, 2A-517:58 to 2A-517:66, 2A-517:70 to 2A-517:80
- Official Code Comment, **2A-517:1**Other remedies of lessee, relation to,
- 2A-517:152 to 2A-517:164
  Payment to lessor; loss of right to
- revoke acceptance, 2A-517:130 to 2A-517:133
- Pleadings, **2A-517:165 to 2A-517:167**
- Postrevocation use, 2A-517:111 to 2A-517:117, 2A-517:128, 2A-517:129
- Prerevocation change in conditions of goods, 2A-517:103, 2A-517:104
- Questions of fact, 2A-517:173 to 2A-517:178
- Questions of law, 2A-517:179, 2A-517:180
- Refund rent and security, lessor's duty to, **2A-517:142**
- Rejection of goods distinguished, 2A-517:153
- Relation of lessee to goods in lessee8217s possession at time of revoking acceptance, 2A-517:139, 2A-517:140
- Repairs and, 2A-517:74, 2A-517:89, 2A-517:90, 2A-517:108, 2A-517:120

# REVOCATION OF ACCEPTANCE OF GOODS—Cont'd

- Rescission, 2A-517:156 to 2A-517:158
- Rightful revocation of acceptance as to lessee, **2A-517:138**
- Rightful revocation of acceptance as to lessor, 2A-517:141
- Scope and suggestions, 2A-517:2
- Second ground: default substantially impairs value, **2A-517:18**
- Shaken faith doctrine, 2A-517:32, 2A-517:33
- Substantial impairment, 2A-517:20 to 2A-517:55
- Sufficiency, 2A-517:60 to 2A-517:63, 2A-517:75 to 2A-517:80
- Third ground: lease provisions, 2A-517:19
- Time for revocation, 2A-517:81 to 2A-517:95
- Unilateral character of, **2A-517:57** Wrongful revocation of acceptance,
  - effect of, **2A-517:143 to 2A-517:145**

## **SALVAGE**

Incidental damages, lessor's, **2A-530:8** 

#### **SETOFFS**

Lessee's remedies, 2A-508:12 to 2A-508:15

#### SHAKEN FAITH DOCTRINE

- Cure of improper tender or delivery, default by lessor, **2A-513:15**
- Revocation of acceptance of goods, 2A-517:32, 2A-517:33

## SPECIALTY GOODS

Market rent, 2A-528:19 to 2A-528:22

#### SPECIFIC PERFORMANCE

- Generally, 2A-521, 2A-521:1 to 2A-521:27
- Adequacy of monetary damages as bar to, **2A-521:6**
- Burden of proof, 2A-521:17
- Contract provisions as to, 2A-521:5

#### SPECIFIC PERFORMANCE STATUTE OF LIMITATIONS -Cont'd —Cont'd Indemnity claims, 2A-506:18 Cover made or available; denying specific performance, Laches, 2A-506:5 2A-521:23, 2A-521:24 Minority; tolling statute, 2A-506:20 Decree for, 2A-521:10 2A-521:17 Modification of period, 2A-506:12 to Denying, 2A-521:21 to 2A-52:24 2A-506:14 Extraordinary character of, 2A-521:4 Multiple causes of action, 2A-506:8 Granting, 2A-521:18 to 2A-52:20 Non-Code, 2A-506:9 Identification of goods necessary, Notice of defect distinguished, 2A-521:9 2A-506:3 Lessee's right to, generally, 2A-521:3 Official Code Comment, **2A-506:1** to 2A-521:9 Pleading and practice, 2A-506:26 to Limitations on court's power, 2A-506:32 2A-521:16 Questions of fact, 2A-506:31, Official Code Comment, 2A-521:1 2A-506:32 Ordinary, nonunique goods; denying Questions of law, 2A-506:31 specific performance, Scope and suggestions, 2A-506:2 2A-521:21 Termination by prior action, Scope and suggestions, 2A-521:2 2A-506:23 to 2A-506:25 Supply and requirements contracts. Time period, 2A-506:11 2A-521:20 Tolling Terms of decree, 2A-521:10 Generally, 2A-506:19 to 2A-521:14 2A-506:22 Uniqueness or other proper circum-Disability, 2A-506:20 stances, 2A-521:7, 2A-521:8, Exceptions, 2A-506:21 2A-521:19 Incarceration, 2A-506:20 STANDING TO SUE Minority, 2A-506:20 Lessee's default and standing to sue Repairs by lessor, 2A-506:22 third parties, 2A-531, 2A-531:1 STOPPAGE OF DELIVERY to 2A-531:11 Lessee's default, 2A-526, 2A-526:1 STATUTE OF LIMITATIONS to 2A-526:15 Generally, 2A-506, 2A-506:1 to **STORAGE** 2A-506:32 Incidental damages, lessee's, Anticipatory repudiation, **2A-506:17** 2A-520:10 Arbitration, 2A-506:7 Burden of proof, 2A-506:27 SUBSTITUTE GOODS Computation, 2A-506:15 to Generally, **2A-518:1** to **2A-518:22** 2A-506:18 Burden of proof, 2A-518:20, Consumer protection, **2A-506:6** 2A-518:21 Counterclaims, 2A-506:10 Damages when cover made by Crossclaims, 2A-506:10 qualifying lease, 2A-518:6 to 2A-518:16 Disability; tolling statute, 2A-506:20 Damages when cover not made by Estoppel to assert, 2A-506:28 to qualifying lease, 2A-518:17 2A-506:30 Interest, 2A-518:19 Fraud and effect thereof; damages, 2A-505:52 Lessee's right to cover, 2A-518:4, 2A-518:5 Incarceration; tolling statute,

2A-506:20

Official Code Comment, 2A-518:1

#### SUBSTITUTE GOODS—Cont'd

Qualifying lease, damages when cover made by, **2A-518:6** to **2A-518:16** 

Questions of fact, **2A-518:22** Scope and suggestions, **2A-518:2** Transportation costs, **2A-518:18** 

## SUDDEN CALAMITY

Fraud in the inducement; economic loss not recoverable in torts, 2A-520:78

#### **TAXES**

Consequential and incidental damages, **2A-520:12** 

#### **TERMINATION**

Generally, 2A-505, 2A-505:1 et seq. Definition, 2A-505:7 Scope and suggestions, 2A-505:2

#### THIRD PARTIES

Standing to sue for injury to goods following default by lessee, 2A-531, 2A-531:11 to 2A-531:11

#### TIME AND DATE

Market rent, 2A-507, 2A-507:1 to 2A-507:9

Revocation of acceptance, 2A-517:81 to 2A-517:95

Statute of Limitations, this index

#### TIME LIMITATIONS

Statute of Limitations, this index

#### TORTS

Consequential and incidental damages; economic loss not recoverable in torts, 2A-520:75 to 2A-520:83

Limitation of remedies
Personal injuries, 2A-503:74,
2A-503:75

Recovery, effects on, 2A-503:36

## TRANSPORTATION

Consequential and incidental damages, 2A-520:13

Cover; transportation costs, **2A-518:18** 

Incidental damages, lessor's, **2A-530:8** 

## TRANSPORTATION—Cont'd

Substituted goods; transportation costs, **2A-518:18** 

## UNCONSCIONABILITY

Exclusion of damages not per se unconscionable, 2A-503:90 to 2A-503:93

Failure of essential purpose, 2A-503:95, 2A-503:96

Limited remedy failing its essential purpose, 2A-503:66 to 2A-503:71, 2A-503:83 to 2A-503:93

Liquidation of damages, 2A-504:14

## **UNFINISHED GOODS**

Lessor's right to identify goods to lease contract, **2A-524:6** 

#### VOIDABLE CONTRACT

Default, 2A-503:11

## WAIVER AND ESTOPPEL

Cure of improper tender or delivery, default by lessor, 2A-513:20, 2A-513:21

Default, 2A-501:11

Fraud and effect thereof; damages, 2A-505:53 to 2A-505:55

Installment lease contracts, rejection and default; default by lessor, 2A-510:18 to 2A-510:29

Limitation of remedies, 2A-503:116 Objections of lessee, waiver of, 2A-514, 2A-514:1 to 2A-514:8

Statute of limitations, estoppel to assert, 2A-506:28 to 2A-506:30

#### WARRANTIES

Damages for breach of, 2A-519, 2A-519:1 to 2A-519:31

Disclaimers

Assimilating limitations of remedies and disclaimers of warranties, **2A-503:70** 

Limitation of remedy distinguished, 2A-503:13 to 2A-503:15

Fraud distinguished, **2A-505:16**, **2A-505:17** 

Lessee's remedies for beach, 2A-508:9

Art. 2A Index-28

## UCC ARTICLE 2A

## WARRANTIES—Cont'd

Revocation of acceptance of goods and breach of, **2A-517:55** 

## WASTE

Consequential and incidental damages; waste caused by

## WASTE—Cont'd

nonconformity, 2A-520:126