

**ONEIDA INDIAN NATION  
UNIFORM COMMERCIAL CODE  
CHAPTER 1 - GENERAL PROVISIONS**

**1-101. SHORT TITLE**

This Code shall be known and cited as the Oneida Indian Nation Uniform Commercial Code.

**1-102. PURPOSES; RULES OF CONSTRUCTION; VARIATION BY AGREEMENT**

(1) This Code shall be liberally construed and applied to promote its underlying purposes and policies.

(2) The underlying purposes and policies of this Code are

(a) to simplify, clarify and modernize the law governing commercial transactions;

(b) to permit the continued expansion of commercial practices through custom, usage and agreement of the parties;

(c) to make Oneida Indian Nation law uniform with the law among the various jurisdiction.

(d) to promote respect for the customs, traditions and culture of the Oneida Indian Nation, while promoting economic development within the territorial jurisdiction of the Oneida Indian Nation.

(3) The effect of provisions of this Code may be varied by agreement, except as otherwise provided in this Code and except that the obligations of good faith, diligence, reasonableness and care prescribed by this Code may not be disclaimed by agreement but the parties may by agreement determine the standards by which the performance of such obligations is to be measured if such standards are not manifestly unreasonable.

(4) The presence in certain provisions of this Code of the words "unless otherwise agreed" or words of similar import does not imply that the effect of other provisions may not be varied by agreement under subsection (3).

(5) In this Code unless the context otherwise requires:

(a) words in the singular number include the plural, and in the plural include the singular;

(b) words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.

### **1-103. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE**

Unless displaced by the particular provisions of this Code, the principles of law and equity, including the law of merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.

### **1-104. CONSTRUCTION AGAINST IMPLICIT REPEAL**

This Code being a general Code intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided.

### **1-105. TERRITORIAL APPLICATION OF THE CODE; PARTIES' POWER TO CHOOSE APPLICABLE LAW**

Except as provided hereafter in this section, when a transaction bears a reasonable relation to the Oneida Indian Nation and also to another state or Indian Nation the parties may agree that the law either of the Oneida Indian Nation or of such other state or Indian Nation shall govern their rights and duties. Failing such agreement this Code applies to transactions bearing an appropriate relation to the Nation.

Where one of the following provisions of this Code specified the applicable law, that provision governs and a contrary agreement is effective only to the extent permitted by law (including the conflict of laws rules) so specified:

Rights of creditors against sold goods. Section 2-402

Applicability of the Chapter on leases. Sections 2-A-105 and 2-A-106.

### **1-106. REMEDIES TO BE LIBERALLY ADMINISTERED**

(1) The remedies provided by this Code shall be liberally administered to the end that the aggrieved party may be put in as good a position as if the other party had fully performed but neither consequential or special nor penal damages may be had except as specifically provided in this Code or by other rule of law.

(2) Any right or obligation declared by this Code is enforceable by action unless the provision declaring it specifies a different and limited effect.

#### **1-107. WAIVER OR RENUNCIATION OF CLAIM OR RIGHT AFTER BREACH**

Any claim or right arising out of an alleged breach can be discharged in whole or in part without consideration by a written waiver or renunciation signed and delivered by the aggrieved party.

#### **1-108. SEVERABILITY**

If any provision or clause of this Code or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Code which can be given effect without the invalid provision or application, and to this end the provisions of this Code are declared to be severable.

#### **1-109. SECTION CAPTIONS**

Section captions are parts of this Code.