

Sales chronology, Fall 2004. Professor Beard.

Scope of Article 2

- § 2-102 (Scope; Certain security and other transactions excluded from this Article)
- § 2-103(1)(a) (“Buyer”)
- § 2-103(1)(d) (“Seller”)
- § 2-105(1) (“Goods”)
- § 2-105(2) (“Future” goods)
- § 2-106(1) (“Contract,” “agreement,” “contract for sale,” “sale,” “present sale”)
- § 2-107(1) (Goods to be severed from realty: minerals, etc., and structures)
- § 2-107(2) (Goods to be severed from realty: growing crops, etc., and timber)
- § 2-304 (Price payable in money, goods, realty, or otherwise)
- § 2-501(1) (Insurable interest in goods; manner of identification of goods)
- A§ 2-103(1)(k) (“Goods”)

Mixed transactions

- § 1-103 (Supplementary general principles of law applicable)
- § 2-102 (Scope)
- Pass v. Shelby Aviation, Inc.*

Interpretive guidelines

- § 1-102 (Purposes; rules of construction; variation by agreement)
- § 1-103 (Supplementary general principles of law applicable)
- § 1-109 (Section captions are parts of this Act)
- § 1-201(3) (“Agreement”)
- § 1-201(11) (“Contract”)
- § 1-201(42) (“Term”)
- § 1-203 (Obligation of good faith)
- § 1-205 (Course of dealing and usage of trade)
- § 2-208 (Course of performance or practical construction)
- § 2-209(1) (Modifying agreement needs no consideration)
- § 2-209(4) (Attempt to modify or rescind can be a waiver)
- § 2-302 (Unconscionable contract or clause)
- § 2-305 (Open price term)
- § 2-306 (Output, requirements, and exclusive dealings)
- § 2-307 (Delivery in single lot or several lots)
- § 2-308 (Absence of specified place for delivery)
- § 2-309 (Absence of specific time provisions; notice of termination)
- § 2-725(1) (Statute of limitations)

Contract formation

- § 1-204 (Time; reasonable time; “seasonably”)
- § 2-204 (Formation in general)
- § 2-205 (Firm offers)
- § 2-206 (Offer and acceptance in formation of contract)
- § 2-207(1) (Definite and seasonable expression of acceptance or written confirmation)

§ 2-207(3) (Conduct by both parties which recognizes the existence of a contract)

Battle of forms

§ 2-207(2) (Additional terms are to be construed as proposals for addition)

§ 2-207(3) (Conduct by both parties . . .)

A§ 2-207

Daitom, Inc. v. Pennwalt Corp.

The statute of frauds

§ 2-201 (Statute of frauds)

“Merchant”

§ 2-104(1) (“Merchant”)

§ 2-104(3) (“Between merchants”)

Implied warranties

§ 2-312 (Warranty of title against infringement)

§ 2-314 (Implied warranty of merchantability)

§ 2-315 (Implied warranty of fitness for a particular purpose)

Express warranties

§ 2-313 (Express warranties)

Warranty disclaimers and warranty conflicts

§ 2-312 (Warranty of title against infringement)

§ 2-316 (Exclusion or modification of warranties)

§ 2-317 (Cumulation and conflict of warranties)

Magnuson-Moss Warranty Act

Third-party beneficiaries of warranties

§ 2-318 (Third party beneficiaries of warranties)

A§ 2-318

The parol evidence rule

§ 2-202 (Final written expression; parol or extrinsic evidence)

Nanakuli Paving and Rock Company v. Shell Oil Company, Inc.

Tender of delivery, risk of loss, and passage of title

§ 2-319 (F.O.B. and F.A.S. terms)

§ 2-320 (C.I.F. and C. & F. terms)

§ 2-401 (Passing of title; reservation for security)

§ 2-501 (Insurable interest in goods; manner of identification of goods)

§ 2-503 (Manner of seller's tender of delivery)

§ 2-504 (Shipment by seller)

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§ 2-403 (Power to transfer; good faith purchase; “entrusting”)

Inspection, rejection, and cure

§ 2-508 (Cure by seller; replacement)

§ 2-601 (Buyer's rights on improper delivery)

§ 2-602 (Manner and effect of rightful rejection)

§ 2-603 (Merchant buyer's duties as to rightfully rejected goods)

§ 2-604 (Buyer's options as to salvage of rightfully rejected goods)

§ 2-605 (Waiver of buyer's objections by failure to particularize)

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Wilson v. Scampoli

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§ 2-510 (Effect of breach on risk of loss)

§ 2-606 (What constitutes acceptance)

§ 2-607 (Effect of acceptance; notice of breach; burden of establishing breach)

§ 2-608 (Revocation)

§ 2-717 (Deduction of damages from the price)

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§ 2-502 (Buyer's right to goods on seller's insolvency)

§ 2-711 (Buyer's remedies in general; buyer's security interest in rejected goods)

§ 2-712 (“Cover”)

§ 2-713 (Buyer's damages for non-delivery or repudiation)

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§ 2-717 (Deduction of damages from the price)

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Modification and limitation of remedies

§ 2-302 (Unconscionable contract or clause)

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Evans Industries, Inc. v. IBM

The statute of limitations
§ 2-725 (Statute of limitations)

The economic loss doctrine
East River Steamship Corp. v. Transamerica Delaval, Inc.

