## Index

ACCEPTANCE OF GOODS	ACCOMPANYING BENEFIT RULE
Buyer's damages for breach	Consequential damages, 11:20
Generally, 10:1	•
Bibliography, <b>10:17</b>	ACTION FOR PRICE
Breach of warranty, <b>10:5</b>	Generally, <b>2:6, 3:1</b>
Breach of warranty of title, 10:12	Acceptance of goods
Burden of proof, 10:14	Generally, 3:5
Calculation	Burden of proof, <b>3:10</b>
Generally, 10:4	Characteristics, 3:7
Cost of repair, 10:6	Consequences, 3:6
Value as accepted, 10:7	Possession and, <b>3:9</b>
Value as warranted, 10:7	Prepaying buyer in possession exception, 3:12
Case law, <b>10:9</b>	Revocation
Consequential damages, 10:13	Procedurally ineffective, <b>3:14</b>
Evidence sufficiency, <b>10:15</b>	Substantially wrongful, 3:15
Incidental damages, 10:13	Wrongful, 3:13
Litigation guide, App 10A	Title and, 3:8
Mitigation of, 10:16	Wrongful revocation, <b>3:13</b>
Notice requirement, 10:3	Agreement-based variation, <b>3:35</b>
Special circumstances exception,	Bibliography, 3:38
10:10	Breach of warranty
"Special circumstances" excep-	Generally, <b>3:17</b>
tion—case law, <b>10:11</b> UCC § 2-714	Claims other than, 3:18
Generally, <b>10:2</b>	Completion of goods unfinished,
Calculation of damages, <b>10:4</b>	3:33
Value as accepted, 10:8	Counterclaim or defense use, 3:17
Lessee's remedies, 15:18	Effect, <b>3:21</b>
Seller's remedies	Burden of proof
Generally, 3:5	Generally, 3:10
Burden of proof, <b>3:10</b>	Problems, 3:28
Characteristics, 3:7	Characteristics, 3:2, 3:7
Consequences, <b>3:6</b>	Consignment sales, 3:24
Possession and, 3:9	Exclusive remedy, <b>3:4</b>
Prepaying buyer in possession	Expenses saved, 3:34
exception, 3:12	Goods
Revocation of acceptance	Acceptance, above
Procedurally ineffective, 3:14	Completion of goods unfinished at
Substantially wrongful, 3:15	breach, <b>3:33</b>
Wrongful, 3:13	Damage after passage of risk, 3:20
Title and, 3:8	Identified
Wrongful revocation, 3:13	Generally, 3:32

## BURDEN OF PLEADING ACTION FOR PRICE—Cont'd Goods—Cont'd Resale notice, 4:12 Identified—Cont'd UCC § 2-708, 5:17 Not reasonably resalable, 3:26 BURDEN OF PROOF Loss of, 3:20 Acceptance of goods, 3:10 Not reasonably resalable, 3:26 Buyer's damages for breach of Incidental damages, 3:37 accepted goods, 10:14 Insurance coverage deficiency, 3:22 Consequential damages, 11:22 Litigation guides, App 3A Cover, 8:25 Marketability, 3:30 Market formula for buyers, 9:10 Particularization, 3:29 Resale notice, 4:12 Prepaying buyer in possession excep-UCC § 2-708, 5:17 tion, 3:12 Price becomes due, 3:36 **BUSINESS RULES** Reasonable price, 3:31 Contemplated, 11:29 Sample cases, 3:25 New, 11:28 Uniqueness, 3:30 BUYERS ANTICIPATORY REPUDIATION Acceptance of goods, damages for Generally, 6:13 breach Market formula for buyers, 9:17 Generally, 10:1 UCC § 2-713 limitations, 9:7 Bibliography, 10:17 Breach of warranty of title, 10:12 AVOIDABLE LOSS Burden of proof, 10:14 Remedies, 1:6 Calculation BIBLIOGRAPHY Generally, 10:4 Acceptance of goods, buyer's dam-Cost of repair, 10:6 ages for breach, 10:17 Value as accepted, 10:7 Buyers, acceptance of goods, dam-Value as warranted, 10:7 ages for breach, 10:17 Case law, **10:9** Contractual limitations on remedies. Consequential damages, 10:13 12:29 Evidence sufficiency, 10:15 Damage(s), acceptance of goods, Incidental damages, 10:13 buyer's damages for, 10:17 Litigation guides, App 10A Damage remedies, buyer's, 7:13 Mitigation of, 10:16 Lease of goods, remedies, 15:21 Notice requirement, 10:3 Market formula, buyer's, 9:26 Special circumstances exception, Sellers, damage remedies, 2:21 10:10 **BREACH OF WARRANTY** "Special circumstances" exception—case law, 10:11 Acceptance of goods, this index UCC § 2-714 Action for price Generally, 10:2 Generally, 3:17 Calculation of damages, 10:4 Claims other than, 3:18 Market formula Completion of goods unfinished, Generally, 9:1 3.33 Counterclaim or defense use, 3:17 **Damages** Effect, 3:21 Consequential, 9:20, 9:22 Restitution as remedy, 14:9 Incidental, 9:23

BUYERS—Cont'd	CONSEQUENTIAL DAMAGES
Market formula—Cont'd	—Cont'd
Damages—Cont'd	Cases, 11:11, 11:26, 11:27
Market price used to prove,	Causation, 11:13
below	Contemplated business rule, 11:29
Mitigation and minimization of,	Cover, <b>11:17</b>
9:25	Direct damages distinguished, 2:14
Market price used to prove dam-	Expenses saved, 11:21
ages	Foreseeability, 11:9
Acceptance cases rejected or	Frustrated expenses, 11:30
revoked, 9:15	Incidental damages distinguished,
Anticipatory repudiation, 9:17	2:14, 11:3
Avoidable consequences, 9:21	Indemnification, 11:32
Burden of proof, 9:10	Independent contract provision does
Consequential damages, 9:20, 9:22	not exclude, remedies when,
Contract price, 9:19	12:24
Expenses saved, 9:24	Interest as, 11:34
Formula, 9:11	Litigation costs, 11:35
Incidental damages, 9:23	Litigation guides, App 11A
Market determination, <b>9:12</b>	Loss of goodwill, 11:31
Market quotations, 9:13	Loss of use, <b>11:33</b>
Right to await performance fol-	Lost profits, 11:25
lowing sellers repudiation,	Mental suffering, 11:38
9:18	Mitigation, 11:16
Time when buyer learned of	Multiple causation, 11:15
breach, <b>9:14</b> , <b>9:16</b>	New business rule, 11:28
Right to await performance follow-	Or otherwise
ing sellers repudiation, 9:18	Generally, 11:18
UCC § 2-713, this index	Discontinuing use of defective
COMPLEX GOODS	goods, <b>11:19</b>
	Personal injury, 11:38
Remedies, 12:17	Property damages, 11:37
COMPULSION	Punitive damages, 11:36
Generally, 1:2	Reason to know standard, 11:10
CONSEQUENTIAL DAMAGES	Rule denying sellers recovery of,
Generally, 11:8	2:15
Accompanying benefit rule, 11:20	Third-party claims, 11:32
Attorney fees, 11:35	UCC § 2-715, <b>11:2</b>
Bibliography, 11:40	
Breach of warranty for accepted	CONSEQUENTIAL LOSS
goods, 10:13	Generally, 11:24
Burden of proof, 11:22	Amount of, <b>11:12</b>
Business rules	Certainty as to amount of, 11:23
Contemplated, 11:29	Joint or intervening causes, 11:14
*	Multiple causation, 11:15
New, 11:28	CONSIGNMENT SALES
Buyers, 7:10, 9:20	
Calculation of, 9:22	Generally, <b>3:24</b>

CONTEMPLATED BUSINESS	COVER—Cont'd
RULE	Elements
Generally, 11:29	Goods not identical, 8:8
CONTRACT REMEDIES	In substitution, <b>8:9</b>
Generally, 1:1	Market price, 8:10
Bibliography, <b>1:9</b>	Mitigation of damage, 8:7
Compulsion, 1:2	Litigation guides, App 8A
Cost to complete, 1:5	Market formula availability after
Diminution in value, 1:5	buyer covers, <b>8:6</b>
Expectation, 1:3	Replevin, 8:4
Loss	Requirements
Generally, <b>1:6</b>	Generally, <b>8:11</b>
Avoidable, <b>1:6</b>	Good faith, 8:12
Foreseeable, 1:7	Reasonable purchase, 8:12
Preponderance of evidence or	Without unreasonable delay, 8:13
certainty, 1:8	Specific performance, 8:5
Reliance, 1:3	UCC § 2-712, <b>8:1</b>
Relief	DAMAGE(S)
Generally, 1:2	Acceptance of goods, buyer's dam-
Specific, 1:4	ages for
Substantial, <b>1:4</b>	Generally, 10:1
Restitution, 1:3	Bibliography, 10:17
	Breach of warranty of title, 10:12
COST TO COMPLETE	Burden of proof, 10:14
Contract remedy, 1:5	Calculation
COVER	Generally, 10:4
Generally, 8:1	Cost of repair, 10:6
Bibliography, 8:26	Value as accepted, 10:7
Burden of proof, 8:25	Value as warranted, 10:7
Cost of, <b>8:16</b>	Case law, <b>10:9</b>
Criteria, 8:7	Consequential damages, 10:13
Damages	Evidence sufficiency, <b>10:15</b>
Calculation of	Incidental damages, 10:13
Generally, 8:15	Mitigation of, 10:16
Causation and certainty, 8:21	Notice requirement, <b>10:3</b>
Cost of cover, 8:16	Special circumstances exception,
Expenses saved, 8:23	10:10
Foreseeability, 8:20	"Special circumstances" excep-
Incidental damages, 8:18	tion—case law, <b>10:11</b>
Mitigation, 8:22	UCC § 2-714
Requisite precision, 8:24	Generally, 10:2
Consequential	Calculation of damages, 10:4
Generally, <b>8:4</b>	Consequential damages, this index
Calculation of, <b>8:19</b>	Cover
Mitigation, 11:16	Calculation of
Contract price, 8:17	Generally, 8:15
Mitigation of, 8:3, 8:7, 8:22	Causation and certainty, <b>8:21</b>
	Caucation and Containing, Com

DAMAGE(S)—Cont'd	DAMAGE REMEDIES—Cont'd
Cover—Cont'd	Buyer's—Cont'd
Calculation of—Cont'd	Bibliography, 7:13
Cost of cover, 8:16	Catalog of, 7:2
Expenses saved, 8:23	Consequential damages, 7:10
Foreseeability, 8:20	Cover remedy, this index
Incidental damages, 8:18	Incidental damages, 7:9
Mitigation, 8:22	Litigation guides, App 7A
Requisite precision, 8:24	Market formula, this index
Consequential	Miscellaneous, 7:3
Generally, <b>8:4</b>	Sellers remedies vs., 7:4
Calculation of, 8:19	Special damages, 7:8
Mitigation, 11:16	Manufacture completion, 2:11
Contract price, 8:17	Market formula, this index
Mitigation of, 8:3, 8:7, 8:22	Overhead, this index
Deduction from price, 3:19	Profit formula, this index
Incidental damages, this index	Resale, this index
Lease of goods, 15:10	Seller's
Liquidated damages, this index	Action for price, this index
Mitigation of, by resale, <b>4:3</b>	Buyers remedies vs., 7:4
Profit formula	Catalog of, 2:2
Calculation of	Consequential damages, criticism
Generally, <b>5:9</b>	of rule denying, 2:15
Due credit for payments or	Market formula, this index
resale proceeds, <b>5:14</b>	Profit formula, this index
Overhead costs, below	Resale, this index
Requisite precision, <b>5:18</b>	Selection of remedy
Incidental, 5:15	Necessity of, 2:3
Mitigation of, <b>5:4</b> , <b>5:16</b>	Propositions for, <b>2:4</b>
Reliance damages, this index	Questions for, 2:4
Resale	DELAV LINDEASONADLE
Generally, <b>4:26</b>	DELAY, UNREASONABLE
Credit contracts, 4:31	Cover, 8:13
Discount to present value, <b>4:31</b>	Resale, <b>4:23</b>
Expenses saved, 4:28	DIMINUTION IN VALUE
Fixing of, <b>4:32</b>	Contract remedy, <b>1:5</b>
Incidental	·
Generally, <b>4:27</b>	DIRECT DAMAGES
Mitigation of, <b>4:34</b>	Consequential damages
Prepayment by buyer, <b>4:30</b>	distinguished, 2:14
Seller not accountable for profit,	Incidental damages distinguished,
4:29	2:14
DAMAGE REMEDIES	DRAFTING GUIDES
	Incidental and consequential dam-
Action for price, this index	ages, App 11B
Buyer's	
Generally, <b>7:1</b>	EVIDENCE
Acceptance of goods, this index	Preponderance of, 1:8

Market formula, 15:13

## INCIDENTAL DAMAGES—Cont'd **EXPECTATION** Generally, 1:3 Buyer's—Cont'd Breach of warranty for accepted **EXPENSES SAVED** goods, 10:13 Action for price, 3:34 Conceptual gap, 2:19 Consequential damages, 11:21 Consequential damages Cover, 8:23 distinguished, 2:14, 11:3 Market formula Direct damages distinguished, 2:14 Buyers, 9:24 Excluding liability for, 12:28 Sellers, **6:15** Finance charges, 2:17 Resale, 3:34, 4:28 Interest, 2:17 Limitations **EXPERIMENTAL GOODS** Agreement, 11:7 Remedies, 12:17 Recovery, 2:18 FINANCE CHARGES Litigation guides, App 11A Incidental damages, 2:17 Mitigation, 4:34 Profit formula, 5:15 FORESEEABLE LOSS Recovery Remedies, 1:7 Limitations, 2:18 Requirements, 11:5 FRUSTRATED EXPENSES Resale Generally, 11:30 Generally, 4:27 GOOD(S) Mitigation of, 4:34 Acceptance of goods, this index Types, 2:16, 11:6 Complex, 12:17 UCC § 2-715, 11:2 Destruction or damage beyond repair, **INSURANCE** remedies for, 12:13 Deficiency in, 3:22 Experimental, 12:17 Incomplete INTEREST Market formula restrictions, 6:5 Consequential damages, 11:34 Profit formula, 5:5 Incidental damages, 2:17 Lease of goods, this index LATENT DEFECTS Prototype, 12:17 Remedies, 12:9, 12:23 **GOOD FAITH** LEASE OF GOODS Cover, 8:12 Lessee's remedies Resale, 4:14, 4:16 Generally, 15:15 Accepted goods, damages for, IMPLIED IN FACT CONTRACTS 15:18 Restitution, 14:8 Cover. 15:16 INCIDENTAL DAMAGES Market formula, 15:17 Lessor's remedies Generally, 2:13, 11:4 Generally, 15:5 Action for price, 3:37 Cancellation, 15:6 Agreement for disclaiming or limit-Damages, 15:10 ing, 11:7 Bibliography, 11:40 Dispose of goods, 15:12 Buyer's Failure to pay, 15:13

Generally, 7:9, 9:23

LEASE OF GOODS—Cont'd	LIQUIDATED DAMAGES—Cont'd
Lessor's remedies—Cont'd	Unreasonably large, 13:13
Nonacceptance, 15:13	Unreasonably small, 13:14
Profit formula, 15:14	LITIGATION GUIDES
Rent, 15:11, 15:12	
Repudiation, 15:13	Action for the price, <b>App 3A</b>
Right to possession of goods previously delivered, <b>15:9</b>	Buyers' damage remedies, <b>App 7A</b> Buyer's damages for breach in regard to accepted goods, <b>App 10A</b>
Stop delivery of goods, 15:8	Consequential damages, App 11A
Withhold delivery of goods, <b>15:7</b>	Contractual limitations on remedies,
Litigation guides, App 15A	App 12A
Remedies	Cover, App 8A
Generally, <b>15:4</b>	Incidental damages, App 11A
Agreed	Lease of goods, Article 2A, App 15A
Liquidated damages, 15:19	Liquidated damages, App 13A
Miscellaneous, 15:20	
Bibliography, 15:21	Market formula, <b>App 6A</b> Market formula for buyers, <b>App 9A</b>
Lessee, above	
Lessor, above	Profit formula, App 5A
UCC article 2A	Reliance damages, App 14A
Application of, 15:3	Resale, App 4A
Overview of, 15:2	Restitution, <b>App 14A</b>
I IOIHDATED DAMA CEC	Selecting among seller's damage remedies, <b>App 2A</b>
LIQUIDATED DAMAGES	• • •
Generally, 13:1	LOSS
Bibliography, 13:17	Generally, <b>1:6</b>
Contracts for sales for goods,	Avoidable, <b>1:6</b>
applicability in, <b>13:4</b> Drafting, <b>13:16</b>	Consequential
	Generally, 11:24
Exclusive remedy, 13:12	Amount of, <b>11:12</b>
Historical background, 13:3	Certainty as to amount of, 11:23
Inconvenience or nonfeasibility of otherwise obtaining adequate	Joint or intervening causes, 11:14
remedy, 13:11	Multiple causation, 11:15
Lease of goods, 15:19	Foreseeable, 1:7
Litigation, 13:15	MAGNUSON-MOSS WARRANTY
Litigation guides, App 13A	ACT
Proof of loss, difficulties associated	Generally, 12:27
with, <b>13:10</b>	Generally, 12.27
UCC § 2-718	MARKET FORMULA
Generally, <b>13:2</b> , <b>13:6</b>	Generally, <b>2:8, 6:1</b>
Alternative performances, provi-	Absence of market, 5:7
sions for, 13:5	Agreement-based variation, 6:16
Anticipated or actual harm, 13:9	Bibliography, <b>6:18</b>
Judicial interpretation of, 13:8	Buyer's
Proof of loss, difficulties associ-	Generally, <b>9:1</b>
ated with, 13:10	Bibliography, <b>9:26</b>
Restatement of contracts, 13:7	Damages
Take or pay clauses, 13:5	Consequential, <b>9:20</b> , <b>9:22</b>
I	1 - 1

MARKET FORMULA—Cont'd	MARKET FORMULA—Cont'd
Buyer's—Cont'd	Restrictions
Damages—Cont'd	Generally, <b>6:4</b>
Incidental, 9:23	Abuse situations, <b>6:6</b>
Market price used to prove,	Full capacity sellers, <b>6:7</b>
below	Incomplete goods, <b>6:5</b>
Mitigation and minimization of,	Lost volume sellers, <b>6:8</b>
9:25	When there is no market, <b>6:9</b>
Litigation guides, App 9A	Statute of frauds effect, 6:17
Market price used to prove dam-	UCC § 2-708, <b>2:8, 6:1</b>
ages	Variation by agreement, <b>6:16</b>
Acceptance cases rejected or revoked, 9:15	When to use, <b>6:3</b>
Anticipatory repudiation, <b>9:17</b>	Windfall provided by, <b>5:8</b>
Avoidable consequences, <b>9:21</b>	•
Burden of proof, 9:10	MENTAL SUFFERING
Consequential damages, <b>9:20</b> ,	Consequential damages for, 11:38
9:22	NOTICE
Contract price, <b>9:19</b>	
Expenses saved, 9:24	Buyers damages for breach of acceptance of goods, <b>10:3</b>
Formula, <b>9:11</b>	Resale
Incidental damages, 9:23	Generally, 4:7
Market determination, 9:12	•
Market quotations, 9:13	Burden of pleading, 4:12
Right to await performance fol-	Burden of proof, <b>4:12</b>
lowing sellers repudiation,	Consequences of failure to give, 4:10
9:18	Contents, 4:9
Time when buyer learned of	
breach, 9:14, 9:16	Excused, 4:11
Right to await performance follow-	Failure to give, consequences of, 4:10
ing sellers repudiation, 9:18	Person who must give, <b>4:8</b>
UCC § 2-713, this index	Waiver, 4:13
Damages proved based on market	warver, <b>4.13</b>
price	OVERHEAD COSTS
Generally, <b>6:10</b>	Computation of, <b>5:11</b>
Anticipatory repudiation, <b>6:13</b>	Reasonably incurred, <b>5:13</b>
Contract price, <b>6:14</b>	Recovery of, 2:10, 5:10
Future damages, <b>6:14</b>	Variable, 5:12
Incidental, 6:15	
Substitute market, <b>6:12</b>	PERSONAL INJURY
Tender, time and place for, <b>6:11</b>	Consequential damages for, 11:38
Expenses saved, 6:15	Consumer cases, 12:25
Indications, <b>6:3</b>	POSSESSION
Lease of goods	Acceptance of goods and, 3:9
Lessee, <b>15:17</b>	Acceptance of goods and, 3.7
Lessors damages, 15:13	PREPAYING BUYER IN
Litigation guides, App 6A	POSSESSION EXCEPTION
Proving of, 2:20	Generally, 3:12
	-

PREPONDERANCE OF EVIDENCE Generally, 1:8	PROPERTY DAMAGE Consequential damages for, 11:37
PRICE	PROTOTYPE GOODS
Action for price, this index, <b>3:18</b>	Remedies, <b>12:17</b>
Deduction of damages from, <b>3:19</b>	
Reasonable, 3:31	PUNITIVE DAMAGES
PROFIT FORMULA	Proving of, <b>11:36</b>
	REASONABLE OPPORTUNITY
Generally, <b>2:9, 5:1</b> Bibliography, <b>5:19</b>	Generally, <b>12:14</b>
Component sellers, 5:5	REASONABLE PURCHASE
Damages	Cover, <b>8:12</b>
Calculation of	,
Generally, <b>5:9</b>	RELIANCE
Due credit for payments or	Generally, 1:3
resale proceeds, <b>5:14</b>	RELIANCE DAMAGES
Overhead costs, below	Generally, <b>14:1</b> , <b>14:3</b>
Requisite precision, 5:18	Bibliography, 14:12
Incidental, 5:15	Excuse cases, 14:6
Mitigation of, <b>5:4, 5:16</b>	Litigation guides, App 14A
Full capacity seller, <b>5:4</b>	Lost expectation damages cannot be
Goods	proved, 14:5
Completion of goods unfinished at	Promissory estoppel, <b>14:4</b> Statute, <b>14:2</b>
breach, 5:6	Statute, 14:2
Incomplete, <b>5:5</b> Lessors damages for lease of goods,	RELIEF
15:14	Generally, 1:2
Litigation guides, <b>App 5A</b>	Specific, 1:4
Lost volume seller, 5:3	Substantial, 1:4
Market formula provides windfall,	REMEDIES
5:8	Agreed
Overhead costs	Failure of essential purpose of,
Computation of, 5:11	12:19
Reasonably incurred, 5:13	Failure to honor, 12:21
Recovery of, 5:10	Catalog of, 2:2
Variable, 5:12	Complex goods, 12:17
Seller	Contract remedies, this index
Component, 5:5	Contractual limitations
Full capacity, <b>5:4</b>	Generally, <b>12:1</b> , <b>12:3</b>
Lost volume, 5:3	Bibliography, <b>12:29</b> Conspicuousness, <b>12:6</b>
UCC § 2-708	Exclusivity, 12:5
Generally, <b>5:2</b>	Failure of essential purpose, <b>12:7</b> ,
Burden of pleading and proof, 5:17	12:7,
Windfall, when market formula	Latent defects, 12:9
provides windfall, 5:8	Litigation guides, App 12A
PROMISSORY ESTOPPEL	Repair or replacement, 12:12
Reliance damages, 14:4	Unconscionability, 12:11, 12:16

REMEDIES—Cont'd	RESALE—Cont'd
Contractual limitations—Cont'd	Buyer
Validation standards, 12:4	Generally, 4:35
Damage(s), this index	Prepayment, 4:30
Experimental goods, 12:17	Caveat, 4:6
Failure of essential purpose, 12:7,	Credit contracts, 4:31
12:8, 12:19	Credit for proceeds of, <b>5:14</b>
Failure of exclusive remedy	Damages
Generally, 12:15	Generally, <b>4:26</b>
Case law, <b>12:18</b>	Credit contracts, 4:31
Goods destroyed or damaged beyond	Discount to present value, 4:31
repair, <b>12:13</b>	Expenses saved, 4:28
Independent contract provision does	Fixing of, <b>4:32</b>
not exclude consequential dam-	Incidental
ages, <b>12:24</b> Latent defects, <b>12:9</b> , <b>12:23</b>	Generally, <b>4:27</b>
	Mitigation of, <b>4:34</b>
Limited, failure to honor, <b>12:21</b> Magnuson-Moss Warranty Act, <b>12:27</b>	Prepayment by buyer, <b>4:30</b>
Personal injuries in consumer cases,	Seller not accountable for profit, <b>4:29</b>
12:25	Delay, unreasonable, 4:23
Prototype goods, <b>12:17</b> Reasonable opportunity, <b>12:14</b>	Expenses saved, <b>3:34, 4:28</b>
Repair, 12:12	Good faith, <b>4:14</b> , <b>4:16</b>
Replacement, 12:12	Identified, 4:5
Restitution, 14:9	Identified goods, 4:5
Trade usage and course of dealing,	Litigation guides, App 4A
12:26	Mandatory, <b>4:33</b>
UCC § 2-719	Mitigation of damages by, <b>4:3</b>
Generally, <b>12:1</b>	Notice
Unconscionability under, <b>12:20</b>	Generally, 4:7
Unconscionability, <b>12:11</b> , <b>12:16</b>	Burden of pleading, <b>4:12</b>
Intervening, <b>12:22</b>	Burden of proof, <b>4:12</b>
UCC § 2-719, <b>12:20</b>	Consequences of failure to give, 4:10
REPAIR REMEDY	Contents, 4:9
Generally, 12:12	Excused, 4:11
•	Failure to give, consequences of,
REPLACEMENT REMEDY	4:10
Generally, 12:12	Person who must give, <b>4:8</b>
RESALE	Waiver, <b>4:13</b>
Generally, <b>2:7</b> , <b>4:1</b>	Parcels, <b>4:20</b>
Agreement-based variation in, <b>4:37</b>	Price, best possible, <b>4:22</b>
Allowances, specific, <b>4:18</b>	Private, <b>4:19</b>
Best possible price, <b>4:22</b>	Public, <b>4:19</b>
Bibliography, <b>4:38</b>	Question of fact, <b>4:15</b>
Burden of proof	Reasonableness
Notice of resale, <b>4:12</b>	Generally, 4:22
Reasonableness, 4:12	Burden of proof, <b>4:24</b>
ixeasonauteness, 7.27	Durucii oi prooi, 7.27

RESALE—Cont'd Reasonableness—Cont'd Failure to prove, consequences of,	SELLERS—Cont'd Reasonable opportunity defense, 12:14
4:25 Reasonable time, 4:23 Requirements	TAKE OR PAY CLAUSES UCC § 2-718, 13:5
Generally, <b>4:4</b> Notice, below	TITLE Acceptance of goods and, 3:8
Specific, 4:17 Seller Buying by, 4:21 Not accountable for profit, 4:29 Person in position of, 4:36 UCC § 2-706, 4:2 Unit, 4:20	UCC § 2-708  Market formula, 2:8, 6:1  Profit formula  Generally, 5:2  Burden of pleading and proof, 5:17  UCC § 2-712
Variation by agreement, 4:37	Cover remedy, 8:1
RESTITUTION Generally, 1:3, 14:7 Bibliography, 14:12 Buyer default, 14:11 Implied in fact contracts, 14:8 Litigation guides, App 14A Quasi contracts, 14:10 Remedy for breach, 14:9 Seller default, 14:11  SELLERS Damage remedies Action for price, this index Bibliography, 2:21 Buyers remedies vs., 7:4 Catalog of, 2:2 Consequential damages, criticism of rule denying, 2:15	UCC § 2-713 Generally, 9:2 Damages proved under, importance of, 7:11, 7:12 Limitations on availability and application Generally, 9:5 Anticipatory repudiation, 9:7 Buyer has covered, 9:6 Recovery limited to profit lost, 9:8 When there is no market, 9:9 Relevancy, 9:3  UCC § 2-714 Generally, 10:2 Calculation of damages, 10:4 Damages proved under, importance of, 7:11
Market formula, this index Profit formula, this index Resale, this index Selection of remedy	UCC § 2-715 Generally, 11:2
Litigation guides, App 2A Necessity of, 2:3 Propositions for, 2:5 Questions for, 2:4 Full capacity	UCC § 2-718 Generally, 13:2, 13:6 Alternative performances, provisions for, 13:5 Anticipated or actual harm, 13:9
Market formula restrictions, <b>6:7</b> Profit formula, <b>5:4</b> Lost volume Market formula restrictions, <b>6:8</b> Profit formula, <b>5:3</b>	Judicial interpretation of, 13:8 Proof of loss, difficulties associated with, 13:10 Restatement of contracts, 13:7 Take or pay clauses, 13:5
Profit formula, 5:3	Take or pay clauses, 13:5

## Damages Under the Uniform Commercial Code

UCC § 2-719

Generally, **12:1** Unconscionability under, **12:20** 

**UCC ARTICLE 2A** 

Application of, **15:3**Lease of goods, this index
Overview of, **15:2** 

UNCONSCIONABILITY

Generally, **12:11, 12:16**Intervening, **12:22** 

UNREASONABLE DELAY

Cover, **8:13** Resale, **4:23**