

Index

ANTICIPATORY REPUDIATION

Generally, **6:1 to 6:16**
Adequate assurances, demands for
 Generally, **6:6 to 6:9**
 Definitions, **6:8**
 Insecurity, reasonable grounds
 for, **6:7**
 Section 2-609, invocation of,
 6:9
Commercially reasonable time
 after repudiation, **6:15**
Common-law approach, **6:11**
Damages
 Generally, **6:11 to 6:16**
 Commercially reasonable time
 after repudiation, **6:15**
 Common-law approach, **6:11**
 Measure of, **6:12 to 6:16**
 Performance, time for, **6:13**
 Repudiation, **6:14, 6:15**
 Restatement (Second) of
 Contracts, **6:16**
 Time for performance, **6:13**
Definitions
 Generally, **6:1 to 6:5, 6:8**
 Adequate assurances, **6:8**
 Delay in performance, **6:4**
 Demands not justified by the
 contract, **6:2**
 Insolvency, **6:3**
 Installment contract, unsatisfac-
 tory performance in, **6:5**
 Performance, delay in, **6:4**
 Unsatisfactory performance in
 an installment contract, **6:5**
Delay in performance, **6:4**
Demands not justified by the
 contract, **6:2**
Insolvency, **6:3**
Installment contract, unsatisfac-
 tory performance in, **6:5**

ANTICIPATORY REPUDIATION

—Cont'd

Measure of, **6:12 to 6:16**
Performance
 Delay in, **6:4**
 Time for, **6:13**
Remedies, **6:10**
Repudiation, **6:14, 6:15**
Restatement (Second) of
 Contracts, **6:16**
Time for performance, **6:13**
Unsatisfactory performance in an
 installment contract, **6:5**

ARTICLE 2

Uniform Commercial Code
 Article 2—Sale of Goods
 (this index)

ASSIGNMENT

Third parties, rights of, **13:1, 13:2**

ASSUMPTION OF RISK

Excuse defense, **5:23**
Warranties, **11:55**

ATTORNEY'S FEES

Monetary damage claims, buyer's,
 10:27

BAILMENT

Bailee, acknowledgment by, **7:6**
Goods held by bailee, risk of loss,
 3A:4
Risk of loss, goods held by bailee,
 3A:4

BATTLE OF FORMS

Generally, **3:2 to 3:10**
Additional and different terms, **3:6**
 to **3:9**
Common-law approach, **3:3**
Definite and seasonable expres-
 sion of acceptance, **3:5**

BATTLE OF FORMS—Cont'd

- Expressly conditional acceptance, **3:8 to 3:10**
- Merchant rule, **3:7**
- UCC approach, **3:4 to 3:10**

BULK SALES LAW

- Generally, **12:1 to 12:20**
- Assumption of liability, **12:11**
- Bulk transfer
 - Generally, **12:3 to 12:7**
 - Enterprises covered, **12:7**
 - Multiple locations, **12:6**
 - Quantitative requirement, **12:4**
 - Successive sales, **12:5**
- Compliance
 - Generally, **12:13 to 12:16**
 - Creditors, list of, **12:14**
 - Notice, contents and timing of, **12:15**
 - Schedule of property, **12:16**
- Creditors
 - List of, **12:14**
 - Protected, **12:18**
- Enterprises covered, **12:7**
- Exempted transfers
 - Generally, **12:9 to 12:12**
 - Assumption of liability, **12:11**
 - Other exemptions, **12:12**
 - Security purposes, **12:10**
- Function of, **12:2**
- History of, **12:1**
- Multiple locations, **12:6**
- Noncompliance, effect of
 - Generally, **12:17 to 12:19**
 - Protected creditors, **12:18**
 - Statute of limitations, **12:20**
 - Transferee's liability, nature of, **12:19**
- Notice, contents and timing of, **12:15**
- Property subject to, **12:8**
- Protected creditors, **12:18**
- Quantitative requirement, **12:4**
- Schedule of property, **12:16**

BULK SALES LAW—Cont'd

- Security purposes, exempted transfers, **12:10**
- Statute of limitations, **12:20**
- Successive sales, **12:5**
- Transferee's liability, nature of, noncompliance, **12:19**

BURDEN OF PROOF

- Presumptions and Burden of Proof** (this index)

BUYERS IN THE ORDINARY COURSE

- Third parties, rights of, priorities, **13:6**

COMMON-LAW

- Anticipatory repudiation, **6:11**
- Battle of forms, **3:3**
- Equitable estoppel, **1:27**
- Estoppel, generally, **1:26 to 1:29**
- Goods, seller's rights in, **7:10**
- Modification of contracts, **2:2, 2:3**
- Promissory estoppel, **1:28**
- Rescission, **9:3 to 9:22**
- Statute of frauds, **1:26 to 1:29**

CONSTRUCTION AND INTERPRETATION OF CONTRACTS

- Generally, **4:1 to 4:28**
- See also **Terms of Contract** (this index)
- Aids in the interpretation process, **4:2 to 4:5**
- Ambiguous terms
 - Generally, **4:22 to 4:28**
 - "Consistent", definition of, **4:28**
 - Course of dealing, **4:25 to 4:28**
 - Course of performance, **4:25 to 4:28**
 - Express terms vs. course of dealing, course of performance, and trade usage (Section 1-303 (e)), **4:25 to 4:28**
- Facial ambiguity, **4:23**

INDEX

CONSTRUCTION AND INTERPRETATION OF CONTRACTS—Cont'd

Ambiguous terms—Cont'd
“False parol evidence” rule,
4:26
Latently ambiguous, 4:24
Trade usage, 4:25 to 4:28
“Consistent”, definition of, 4:28
Controlling interpretations
Generally, 4:6 to 4:11
Integrated contracts, 4:8
Restatement of Contracts, 4:7
to 4:9
Restatement (Second) of
Contracts, 4:10
Uniform Commercial Code,
4:11
Unintegrated contracts, 4:9
Course of dealing, 4:13 to 4:19,
4:25 to 4:28
Course of performance, 4:13 to
4:19, 4:25 to 4:28
Express terms vs. course of deal-
ing, course of performance,
and trade usage (Section
1-303 (e)), 4:25 to 4:28
Facial ambiguity, 4:23
“False parol evidence” rule, 4:26
Integrated contracts, 4:8
Judicial reaction to the UCC
sources of contract interpreta-
tion, 4:20 to 4:28
Latently ambiguous, 4:24
Missing terms, 4:21
Parol evidence, 4:3, 4:26
Plain meaning, 4:5
Proof, sufficiency of, 4:16 to 4:18
Restatement of Contracts, 4:7 to
4:9, 4:12
Restatement (Second) of
Contracts, 4:10
Supplementation of contracts
formed under Section
2-207(3), 4:19
Terms, definitions of, 4:14

CONSTRUCTION AND INTERPRETATION OF CONTRACTS—Cont'd

Terms excluded from certain
restrictions, 4:15
Trade usage, 4:13 to 4:19, 4:25 to
4:28
Uniform Commercial Code, 4:11,
4:15 to 4:28
Unintegrated contracts, 4:9

CONSUMER PROTECTION

Magnuson-Moss Warranty Act,
11:57 to 11:68
State consumer protection statutes,
11:69

CONTEMPLATED BUSINESS RULE

Generally, 10:23

CONTRACT DEFENSES

Generally, 6:1 to 6:16

CONTRACTS AND AGREEMENTS

Generally, 1:1 to 1:31
Acceptance, 1:10
Adequate assurances, demands
for, 6:6 to 6:9
Agreement process, 1:5 to 1:9
Anticipatory Repudiation (this
index)
Breach of contract, generally,
3A:2 to 3A:10, 7:2, 10:16,
10:36
Construction of **Construction and
Interpretation of Contracts**
(this index)
Demands not justified by the
contract, 6:2
Force majeure clauses, 5:26
Formation
Generally, 1:1 to 1:31
Agreement process, 1:5 to 1:9
Contract law, sources of, 1:1
UCC Article 2, scope of, 1:2 to
1:4

CONTRACTS AND AGREEMENTS—Cont'd
Formation—Cont'd
Unconscionability following,
 5:10
Installment contracts, **6:5, 9:6**
Interpretation. **Construction and Interpretation of Contracts**
 (this index)
Irrevocable offers
 Generally, **1:7 to 1:9**
 “Firm” offer, **1:7**
 Part performance, **1:8, 1:9**
 Reliance other than part performance, **1:9**
Modification of Contracts (this index)
Offers
 Irrevocable offers, above
 Revocation of, **1:6**
Parol Evidence (this index)
Part performance, **1:8, 1:9**
Performance
 Adequate assurances, demands for, **6:6 to 6:9**
 Anticipatory repudiation, **6:4, 6:13**
 Delay, **6:5**
 Installment contract, **6:5**
 Part performance, **1:8, 1:9**
 Unsatisfactory performance, **6:5**
Revocation of offers, **1:6**
Risk of Loss (this index)
Service contracts, warranty provisions, **11:4**
Statute of Frauds (this index)
Terminations, unconscionability and excuse, **5:8**
Terms. **Terms of Contracts** (this index)
CONTRIBUTORY NEGLIGENCE
Warranties, **11:55**

COURSE OF DEALING
Contracts, construction and interpretation of
 Generally, **4:13 to 4:19, 4:25 to 4:28**
 Definition of terms, **4:14**
 Proof, sufficiency of, **4:16, 4:18**
 Supplementation of contracts formed under Section 2-207(3), **4:19**
 Terms excluded from certain restrictions, **4:15**
Terms of contracts, **3:30**
Warranties, **11:34**

COURSE OF PERFORMANCE
Contracts, construction and interpretation of
 Generally, **4:13 to 4:19, 4:25 to 4:28**
 Definition of terms, **4:14**
 Proof, sufficiency of, **4:16, 4:18**
 Supplementation of contracts formed under Section 2-207(3), **4:19**
 Terms excluded from certain restrictions, **4:15**
Terms of contracts, **3:30**
Warranties, **11:34**

CREDITORS
Bulk sales law, **12:14, 12:18**
Goods, seller's rights in, **7:13, 7:14**
Secured parties, priorities, rights of third parties, **13:7**
Unsecured creditors, priorities, rights of third parties, **13:8**

DAMAGES
Anticipatory repudiation
 Generally, **6:11 to 6:16**
 Commercially reasonable time after repudiation, **6:15**
Common-law approach, **6:11**
Measure of, **6:12 to 6:16**
Performance, time for, **6:13**
Repudiation, **6:14, 6:15**

INDEX

DAMAGES—Cont'd

- Anticipatory repudiation—Cont'd
 - Restatement (Second) of Contracts, **6:16**
 - Time for performance, **6:13**
- Damage limitation clauses, combination with substituted remedy clauses, **11:44**
- Limited damages clauses, **11:43, 11:44**
- Magnuson-Moss Warranty Act, **11:66**
- Monetary damage claims
 - Buyers. **Monetary Damages, Buyer's** (this index)
 - Sellers. **Monetary Damages Claims, Seller's** (this index)
- Warranties, **11:43, 11:44**

DEFENSES

- Generally, **6:1 to 6:16**
- Excuse** (this index)
- Unconscionability** (this index)
- Warranties, **11:55**

DEFINITIONS

- Acceptance, definite and seasonable expression of, **3:5**
- Adequate assurances, **6:8**
- Anticipatory repudiation, **6:1 to 6:5, 6:8**
- "Consistent", construction and interpretation of contracts, **4:28**
- Construction and interpretation of contracts, definition of terms, **4:14**
- Definite and seasonable expression of acceptance, **3:5**
- Merchant, **1:18**
- Modification, **2:1**
- Parol evidence, **3:11**
- Seller, **9:21, 11:22**
- Unconscionability, **5:11 to 5:16**

DELEGATION OF DUTY

- Third parties, rights of, **13:1, 13:2**

DERIVATIVE TITLE, DOCTRINE OF

- Generally, **13:3**

DISCLAIMERS OF WARRANTIES

- Generally, **11:27 to 11:36**
- "As is" disclaimers, **11:31**
- Course of dealing, **11:34**
- Course of performance, **11:34**
- Express warranties, **11:29**
- Implied warranties, **11:30**
- Inspection of goods, **11:33**
- Livestock, nonuniform provision on, **11:36**
- Nonuniform provision on livestock, **11:36**
- Section 2-302, scope of, **5:9**
- Trade usage, **11:34**
- Unconscionability, **11:35**
- Written contract, disclaimers not part of, **11:32**

DISTRIBUTORSHIP OPERATIONS

- Generally, **3:36 to 3:38**

ECONOMIC LOSS DOCTRINE

- Generally, **10:6 to 10:8**
- Fraud, **10:8**
- Misrepresentation, **10:8**
- Negligence, **10:7**
- Strict products liability, **10:7**

ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (E-SIGN)

- Statute of frauds, **1:31**

EMOTIONAL DISTRESS

- Monetary damage claims, buyer's, **10:30**

ENTRUSTMENT DOCTRINE

- Priorities, rights of third parties, **13:6**

EQUITABLE ESTOPPEL

- Statute of frauds, **1:27**

ESTOPPEL

Statute of frauds, common-law exceptions
 Generally, **1:26 to 1:29**
 Equitable estoppel, **1:27**
 Estoppel, generally, **1:29**
 Promissory estoppel, **1:28**
 Third parties, rights of, **13:4**

EXCUSE

Generally, **5:18 to 5:35**
 Absence of fault requirement, **5:22**
 Assumption of the risk, **5:23**
 Buyer's ability to claim excuse under Section 2-615, **5:35**
 Commercial impracticability (Section 2-615)
 Generally, **5:21 to 5:25**
 Absence of fault requirement, **5:22**
 Assumption of the risk, **5:23**
 Foreseeability, **5:23**
 Isolation of relevant causes, **5:25**
 Relevant causes, isolation of, **5:25**
 Risk allocation, **5:23**
 Significant hardship, **5:24**
 Consequences of
 Generally, **5:30 to 5:33**
 Down payments, **5:32**
 Interest, expectation of, **5:31**
 Reliance expenditures, **5:33**
 Restitution, **5:33**
 Risk of loss rules, **5:33**
 Destruction of specific goods (Section 2-613), **5:19**
 Down payments, **5:32**
 Failure to notify, **5:29**
 "Fair and reasonable" plan, **5:28**
 Force majeure clauses, **5:26**
 Foreseeability, **5:23**
 History of excuse as a defense, **5:18**
 Interest, expectation of, **5:31**
 Isolation of relevant causes, **5:25**

EXCUSE—Cont'd

Notice, failure to notify, **5:29**
 Postexcuse concerns, **5:27 to 5:29**
 Relevant causes, isolation of, **5:25**
 Reliance expenditures, **5:33**
 Restitution, **5:33**
 Risk allocation, **5:23**
 Risk of loss rules, **5:33**
 Sharing losses in excuse cases, **5:34**
 Significant hardship, **5:24**
 Specific goods, destruction of (Section 2-613), **5:19**
 Substitute methods of delivery or payment (Section 2-614), **5:20**

FORCE MAJEURE CLAUSES

Generally, **5:26**

FRANCHISE OPERATIONS

Generally, **3:36 to 3:38**

FRAUD AND MISREPRESENTATION

Monetary damage claims, buyer's, **10:8**

FRAUD OR MISREPRESENTATION

Monetary damage claims, buyer's, **10:8**

GOOD FAITH

Goods, seller's rights of stoppage, **7:9**
 Terms of contracts, **3:39**

GOODS, BUYER'S RIGHTS IN

Generally, **9:1 to 9:22**
 Acceptance
 Generally, **9:14 to 9:19**
 Revocation of. Revocation of Acceptance, below
 Burden of proof, **9:11**
 Common-law rescission, **9:3 to 9:22**
 Continued use by buyer, effect of, **9:13, 9:18**

INDEX

GOODS, BUYER'S RIGHTS IN

—Cont'd

- Cure, seller's right to, **9:7, 9:19**
- Custody, care, and disposition of goods, **9:12**
- Delivery, right to compel, **9:1, 9:2**
- Effective rejection, requirements for, **9:8 to 9:13**
- Installment contracts (Section 2-612), **9:6**
- Notice
 - Acceptance, revocation of, **9:17**
 - Contents, **9:10**
 - Rejection, requirements for effective, **9:9, 9:10**
 - Revocation of acceptance, **9:17**
 - Timeliness, **9:9**
- Perfect tender rule (Section 2-601), **9:5 to 9:7**
- Prepaying buyers, **9:2**
- Rejection of goods, **9:4 to 9:13**
 - Generally, **9:4 to 9:13**
 - Burden of proof, **9:11**
 - Continued use by buyer, effect of, **9:13**
 - Cure, seller's right to (Section 2-508), **9:7**
 - Custody, care, and disposition of goods, **9:12**
 - Effective rejection, requirements for, **9:8 to 9:13**
 - Installment contracts (Section 2-612), **9:6**
 - Notice, **9:9, 9:10**
 - Perfect tender rule (Section 2-601), **9:5 to 9:7**
- Rescission, common-law, **9:3 to 9:22**
- Return goods, right to
 - Generally, **9:3 to 9:22**
 - Acceptance, generally, **9:14 to 9:19**
 - Acceptance, revocation of. Revocation of Acceptance, below
 - Rejection of goods, **9:4 to 9:13**

GOODS, BUYER'S RIGHTS IN

—Cont'd

- Return goods, right to—Cont'd
 - Revocation of acceptance, **9:15 to 9:19**
- Revocation of acceptance
 - Generally, **9:15 to 9:19**
 - Continued use by buyer, effect of, **9:18**
 - Cure, seller's right to, **9:19**
- Notice, **9:17**
- Substantial impairment requirement, **9:16**
- Risk of Loss** (this index)
- Seller, definition of, **9:21**
- Seller's rights in. **Goods, Seller's Rights in** (this index)
- Specific performance, **9:1, 9:2**
- Substantial impairment requirement, **9:16**

GOODS, SALES OF

- Products dissatisfaction claims, generally. **Warranties** (this index)
- Uniform Commercial Code Article 2—Sale of Goods** (this index)
- Warranties** (this index)

GOODS, SELLER'S RIGHTS IN

- Generally, **7:1 to 7:15**
- Acknowledgment by bailee, **7:6**
- After delivery
 - Generally, **7:10 to 7:15**
 - Common-law, **7:10**
 - Uniform Commercial Code, **7:11 to 7:15**
- Bailee, acknowledgment by, **7:6**
- Burden of proof, **7:7**
- Buyer's breach, **7:2**
- Buyer's insolvency, **7:3**
- Buyer's rights in. **Goods, Buyer's Rights in** (this index)
- Cash demand, **7:2**
- Common-law, **7:10**
- Creditors of the buyer, **7:14**

**GOODS, SELLER'S RIGHTS IN
—Cont'd**

Delivery, power to stop
Generally, **7:4 to 7:9**
Acknowledgment by bailee, **7:6**
Bailee, acknowledgment by, **7:6**
Burden of proof, **7:7**
Good faith, **7:9**
Notice requirement, **7:8**
Receipt of goods, timing of, **7:5**
Good faith, **7:9**
Monetary Damage Claims, Seller's (this index)
Notice requirement, **7:8**
Prior to delivery
Generally, **7:1 to 7:3**
Buyer's breach, **7:2**
Buyer's insolvency, **7:3**
Cash demand, **7:2**
Stop goods in transit, **7:2**
Receipt of goods, timing of, **7:5**
Risk of Loss (this index)
Secured parties, **7:13**
Stop goods in transit, **7:2, 7:9**
Subsequent buyers, **7:12**
Trustee in bankruptcy, buyer's, **7:15**
Uniform Commercial Code
Generally, **7:11 to 7:15**
Creditors of the buyer, **7:14**
Secured parties, **7:13**
Subsequent buyers, **7:12**
Trustee in bankruptcy, buyer's, **7:15**
Unpaid sellers, **7:12 to 7:15**
Unpaid sellers, **7:12 to 7:15**

GOODWILL

Monetary damage claims, buyer's, **10:24**

HUNT FOODS CASE

Generally, **3:25 to 3:28**

**HYBRID OR MIXED
TRANSACTIONS**

Uniform Commercial Code Article
2—Sale of Goods, **1:4**

**HYBRID OR MIXED
TRANSACTIONS—Cont'd**

Uniform Computer Information
Transactions Act (UCITA),
11:8

INTEREST

Excuse, defense of, **5:31**
Monetary damage claims, buyer's,
10:28

LIMITATION OF ACTIONS

Bulk sales law, **12:20**
Magnuson-Moss Warranty Act,
11:67
Warranties, **11:54**

LIVESTOCK

Warranties, **11:36**

LOST PROFITS

Buyers. **Monetary Damages, Buyer's** (this index)
Sellers. **Monetary Damage Claims, Seller's** (this index)

**MAGNUSON-MOSS
WARRANTY ACT**

Generally, **11:57 to 11:68**
Consumer product requirement,
11:59
Damage claims, **11:66**
Enforcement, **11:65**
Full warranties, **11:64**
Impact of, generally, **11:61 to 11:68**
Limited warranties, **11:64**
Presale availability, **11:63**
Privity, **11:61**
Remedies, **11:65**
Statute of limitations, **11:67**
Substantive disclosure requirements, **11:62**
Warrantor or supplier requirement,
11:60
Written warranty requirement,
11:58

MERCHANTS

Consumers, merchants and, **5:16**

INDEX

MERCHANTS—Cont'd

- Equal bargaining strength, merchants of, **5:14**
- Unequal bargaining strength, merchants of, **5:15**

MITIGATION

- Monetary damage claims, buyer's, **10:13**

MIXED TRANSACTIONS

- Hybrid or Mixed Transactions**
(this index)

MODIFICATION OF CONTRACTS

- Generally, **2:1 to 2:7**
- Common-law, **2:2, 2:3**
- Consideration requirement, UCC approach, **2:5**
- Enforcement, remaining limitations on, **2:7**
- Modification, definition of, **2:1**
- Pre-existing duty rule, **2:2, 2:3**
- Restatement (Second) of Contracts approach, **2:4**
- Statute of frauds, UCC approach, **2:5**
- UCC approach, **2:5**

MONETARY DAMAGE CLAIMS, BUYER'S

- Generally, **10:1 to 10:40**
- See also **Monetary Damage Claims, Seller's** (this index)
- Alternatives to consequential damages
 - Generally, **10:33 to 10:38**
 - Alternative measures of damages, **10:37**
 - Liquidated damages provisions, **10:34 to 10:36**
 - Measures of damages, alternative, **10:37**
 - Reliance claims, **10:38**
- Attorney's fees, **10:27**
- Breach of contract, **10:16**
- Certainty, **10:14 to 10:16**

MONETARY DAMAGE

CLAIMS, BUYER'S—Cont'd

- Consequential damages
 - Generally, **10:17 to 10:32**
 - see also* Incidental and Consequential Damages, below
 - Attorney's fees, **10:27**
 - Contemplated business rule, **10:23**
 - Credit rating, impaired, **10:32**
 - Emotional distress, **10:30**
 - Expenses, wasted, saved, and added, **10:25**
 - Goods, loss of use of, **10:31**
 - Goodwill, **10:24**
 - Interest, **10:28**
 - Lost profits, generally, **10:17 to 10:32**
 - Manufacturing situations, **10:20**
 - "New business" rule, **10:21 to 10:23**
 - Personal injuries, **10:29**
 - Proof, methods of, **10:18 to 10:20**
 - Property damages, **10:29**
 - "Reasonable certainty" requirement, **10:17**
 - Resale situations, **10:19**
 - Third-party claims, **10:26**
 - Unestablished business, proving lost profits for, **10:22**
- Contemplated business rule, **10:23**
- Cover remedy, **10:3**
- Credit rating, impaired, **10:32**
- Economic loss doctrine
 - Generally, **10:6 to 10:8**
 - Fraud, **10:8**
 - Misrepresentation, **10:8**
 - Negligence, **10:7**
 - Strict products liability, **10:7**
- Emotional distress, **10:30**
- Expenses, wasted, saved, and added, **10:25**
- Foreseeability, **10:10 to 10:12**
- Fraud, **10:8**

MONETARY DAMAGE

CLAIMS, BUYER'S—Cont'd

Goods, loss of use of, **10:31**
 Goods not received or retained
 (Sections 2-711, 2-712, and
 2-713), **10:2 to 10:4**
 Goodwill, **10:24**
 Inadequate proof of loss, **10:15**
 Incidental and consequential dam-
 ages
 Generally, **10:9 to 10:16**
 Breach of contract, **10:16**
 Certainty, **10:14 to 10:16**
 Damages not recognized or
 fully recognized in breach
 of contract actions, **10:16**
 Foreseeability, **10:10 to 10:12**
 Inadequate proof of loss, **10:15**
 Loss, inadequate proof of,
 10:15
 Mitigation, **10:13**
 Interest, **10:28**
 Liquidated damages provisions,
10:34 to 10:36
 Loss, inadequate proof of, **10:15**
 Lost profits, generally, **10:17 to**
10:32
 Manufacturing situations, **10:20**
 Market formula, **10:4**
 Measures of damages, alternative,
10:37
 Misrepresentation, **10:8**
 Mitigation, **10:13**
 Negligence, **10:7**
 “New business” rule, **10:21 to**
10:23
 Personal injuries, **10:29**
 Proof, methods of, **10:18 to 10:20**
 Property damages, **10:29**
 Punitive damages, **10:39, 10:40**
 “Reasonable certainty” require-
 ment, **10:17**
 Reliance claims, **10:38**
 Resale situations, **10:19**
 Retained goods (Section 2-714),
10:5 to 10:8

MONETARY DAMAGE

CLAIMS, BUYER'S—Cont'd

Strict products liability, **10:7**
 Third-party claims, **10:26**
 Unestablished business, proving
 lost profits for, **10:22**

MONETARY DAMAGE

CLAIMS, SELLER'S

Generally, **8:1 to 8:16**
 See also **Monetary Damage**
Claims, Buyer's (this index)
 See also **Risk of Loss** (this index)
 Accepted goods, **8:4**
 Calculating recoveries, lost profit
 claims, **8:13**
 Component parts, manufacturers
 using, **8:11**
 Down payments by buyer, **8:16**
 Function of damage claims, **8:1**
 Goods not readily resaleable, **8:6**
 Incidental damages (Section
 2-710), **8:15**
 Lost profit claims (Section
 2-708(2))
 Generally, **8:7 to 8:13**
 Calculating recoveries, **8:13**
 Component parts, manufactur-
 ers using, **8:11**
 Lost-volume sellers, **8:10**
 Manufacturers, **8:11, 8:12**
 Raw materials, manufacturers
 using, **8:12**
 Sellers covered by lost-profit
 provision, **8:9 to 8:13**
 Lost-volume sellers, **8:10**
 Manufacturers, **8:11, 8:12**
 Market formula damages,
 traditional (Section
 2-708(1)), **8:7**
 Overcompensation for lost profits,
8:14
 Price, actions for (Section 2-709)
 Generally, **8:3 to 8:6**
 Accepted goods, **8:4**
 Goods not readily resaleable,
 8:6

INDEX

MONETARY DAMAGE CLAIMS, SELLER'S —Cont'd

- Price, actions for (Section 2-709)
—Cont'd
- Risk of loss on buyer, **8:5**
- Raw materials, manufacturers
using, **8:12**
- Resale measure of recovery (Sec-
tion 2-706), **8:2**
- Risk of loss on buyer, **8:5**
- Sellers covered by lost-profit pro-
vision, **8:9 to 8:13**

NEGLIGENCE

- Monetary damage claims, buyer's,
10:7

NOTICE

- Acceptance of goods
- Contents, **9:10**
- Rejection, requirements for
effective, **9:9, 9:10**
- Revocation of, **9:17**
- Revocation of acceptance, **9:17**
- Timeliness, **9:9**
- Breach of warranty
- Generally, **11:41, 11:45 to
11:48**
- Content of, **11:47**
- Form of, **11:47**
- Parties and persons required to
give, **11:48**
- Substituted remedy clause,
11:41
- Timeliness, **11:46**
- Bulk sales law, **12:15**
- Excuse, failure to notify, **5:29**

PAROL EVIDENCE

- Generally, **3:11 to 3:29**
- Additional terms, **3:21**
- "Certainty" test, **3:24**
- "Collateral contract" concept,
3:17
- Consistent additional terms, **3:25
to 3:28**

PAROL EVIDENCE—Cont'd

- Consistent terms requirement,
3:19, 3:20, 3:28
- Construction and interpretation of
contracts, **4:3, 4:26**
- Definition, **3:11**
- Express warranties, **11:15**
- "False parol evidence" rule, **4:26**
- "Four corners" doctrine
- Generally, **3:16 to 3:21**
- Additional terms, **3:21**
- "Collateral contract" concept,
3:17
- Consistent terms, **3:19, 3:20**
- Objective standard for total
integration, **3:18 to 3:21**
- "Reasonable man" approach,
3:18 to 3:21
- History of the rule, **3:16 to 3:21**
- Hunt Foods* case, **3:25 to 3:28**
- Integration
- "Certainty" test, **3:24**
- Consistent additional terms,
3:25 to 3:28
- Consistent terms requirement,
3:28
- Hunt Foods* case, **3:25 to 3:28**
- Intent to totally integrate, **3:27,
3:28**
- Partial, **3:15, 3:25 to 3:28**
- Total, **3:15, 3:24, 3:27**
- Intent to totally integrate, **3:27,
3:28**
- Merger clauses under the UCC,
3:29
- Objective standard for total
integration, **3:18 to 3:21**
- Partial integration, **3:15, 3:25 to
3:28**
- Policy considerations, **3:13**
- "Reasonable man" approach, **3:18
to 3:21**
- Restatement (Second) of Contracts
approach, **3:22**
- Situations traditionally excluded,
3:14
- Total integration, **3:15, 3:24, 3:27**

PAROL EVIDENCE—Cont'd

UCC parol evidence rule (Section 2-202)

Generally, **3:23 to 3:328**

“Certainty” test, **3:24**

Consistent additional terms, **3:25 to 3:28**

Consistent terms requirement, **3:28**

Hunt Foods case, **3:25 to 3:28**

Integration

“Certainty” test, **3:24**

Consistent additional terms, **3:25 to 3:28**

Consistent terms requirement, **3:28**

Hunt Foods case, **3:25 to 3:28**

Intent to totally integrate, **3:27, 3:28**

Partial, **3:25 to 3:28**

Total, **3:24, 3:27**

Intent to totally integrate, **3:27, 3:28**

Partial integration, **3:25 to 3:28**

Total integration, **3:24, 3:27**

PERSONAL INJURIES

Monetary damage claims, buyer's, **10:29**

PREEMPTION

Implied warranty of merchantability, product dissatisfaction claims, **11:9**

PRE-EXISTING DUTY RULE

Generally, **2:2, 2:3**

PRESUMPTIONS AND BURDEN OF PROOF

Breach of warranty, proof of, **11:26**

Construction and interpretation of contracts, sufficiency of proof, **4:16 to 4:18**

Goods, buyer's rights in, **9:11**

Goods, seller's rights in, **7:7**

Lost profits, **10:18 to 10:20, 10:22**

PRESUMPTIONS AND BURDEN OF PROOF—Cont'd

Monetary damage claims, buyer's, **10:18 to 10:20**

Monetary damages, **10:15, 10:18 to 10:20, 10:22**

Unconscionability and excuse, **5:5**

PRIVITY, WARRANTIES

Generally, **11:49 to 11:53**

Express warranties, **11:52**

Horizontal privity, **11:53**

Implied warranties, **11:51**

Vertical privity, **11:50 to 11:52**

PRODUCTS LIABILITY

Monetary damage claims, buyer's, **10:7**

PROMISSORY ESTOPPEL

Statute of frauds, **1:28**

PROPERTY DAMAGES

Monetary damage claims, buyer's, **10:29**

PUNITIVE DAMAGES

Monetary damage claims, buyer's, **10:39, 10:40**

RELIANCE CLAIMS

Monetary damage claims, buyer's, **10:38**

RESTATEMENT (SECOND) OF CONTRACTS

Anticipatory repudiation, **6:16**

Interpretations of contracts, **4:10, 4:12**

Modification of contracts, **2:4**

Parol evidence, **3:22**

Terms of contracts, **3:22**

RISK OF LOSS

Generally, **3A:1 to 3A:10**

Acceptance, buyer's revocation of, effect of breach, **3A:9**

Agreement by the parties, **3A:2**

Approval, sale on, **3A:6**

Bailee, goods held by, **3A:4**

INDEX

RISK OF LOSS—Cont'd

- Breach, absence of
 - Generally, **3A:2 to 3A:6**
 - Agreement by the parties, **3A:2**
 - Approval, sale on, **3A:6**
 - Bailee, goods held by, **3A:4**
 - Carrier, goods transported by, **3A:3**
 - Residual cases, **3A:5**
 - Sale on approval, **3A:6**
- Breach, effect of
 - Generally, **3A:7 to 3A:10**
 - Acceptance, buyer's revocation of, **3A:9**
 - Buyer's breach, **3A:10**
 - Buyer's revocation of acceptance, **3A:9**
 - Right of buyer to reject, **3A:8**
- Buyer's breach, effect of breach, **3A:10**
- Buyer's revocation of acceptance, effect of breach, **3A:9**
- Carrier, goods transported by, **3A:3**
- Excuse defense, **5:33**
- Monetary damage claims, seller's, **8:5**
- Residual cases, **3A:5**
- Right of buyer to reject, effect of breach, **3A:8**
- Sale on approval, **3A:6**
- Seller's monetary damage claims, **8:5**
- Significance, **3A:1**

SALE OF GOODS

- Uniform Commercial Code**
 - Article 2—Sale of Goods**
(this index)

SECURED PARTIES

- Goods, seller's rights in, **7:13**
- Priorities, rights of third parties, **13:7**

SPECIALTY GOODS

- Statute of frauds, **1:19**

SPECIFIC PERFORMANCE

- Generally, **9:1, 9:2**

STATUTE OF FRAUDS

- Generally, **1:11 to 1:29**
- Acceptance of goods, **1:24**
- "Admissions", scope of, **1:21**
- Arguments for and against, **1:11**
- Common-law exceptions, **1:26 to 1:29**
- Electronic Signatures in Global and National Commerce Act (E-Sign), **1:31**
- Equitable estoppel, **1:27**
- Estoppel, generally, **1:29**
- Exceptions
 - Common-law Exceptions, above
 - Statutory Exceptions, below
- Goods accepted, **1:24**
- "Merchant", definition of, **1:18**
- Merchant confirmation rule
 - Generally, **1:15 to 1:18**
 - "Merchant", definition of, **1:18**
 - Ten-day period, **1:17**
 - Writing requirement, **1:16**
- Modification of contracts, UCC approach, **2:5**
- Payment made, **1:24**
- "Proceedings", scope of, **1:22**
- Promissory estoppel, **1:28**
- Specialty goods, **1:19**
- Statutory exceptions
 - Generally, **1:14 to 1:25**
 - Acceptance of goods, **1:24**
 - Admissions in legal proceedings
 - Generally, **1:20 to 1:23**
 - "Admissions", scope of, **1:21**
 - Defendant's denials and termination of proceedings, **1:23**
 - "Proceedings", scope of, **1:22**
- Goods accepted, **1:24**
- Payment made, **1:24**

STATUTE OF FRAUDS—Cont'd

- Statutory exceptions—Cont'd
 - Specialty goods, **1:19**
 - Trade usage, **1:25**
 - Written confirmation rule, **1:15 to 1:18**
- Ten-day period, written confirmation rule, **1:17**
- Trade usage, **1:25**
- Uniform Commercial Code
 - Generally, **1:12, 1:13**
 - Modification of contracts, **2:5**
- Uniform Electronic Transactions Act, effect of, **1:30**
- Writing requirement, **1:16**

STATUTE OF LIMITATIONS

- Limitation of Actions** (this index)

TERMS OF CONTRACTS

- Generally, **3:1 to 3:46**
- Acceptance
 - Definite and seasonable expression of, **3:5**
 - Expressly conditional acceptance, **3:8 to 3:10**
- Additional and different terms
 - Consistent additional terms, **3:25 to 3:28**
 - Course of dealing, course of performance, and trade usage as sources of, **3:30**
 - UCC approach to, **3:6 to 3:9**
- “Battle of forms”
 - Generally, **3:2 to 3:10**
 - Additional and different terms, **3:6 to 3:9**
 - Common-law approach, **3:3**
 - Definite and seasonable expression of acceptance, **3:5**
 - Expressly conditional acceptance, **3:8 to 3:10**
 - Merchant rule, **3:7**
 - UCC approach, **3:4 to 3:10**
 - Common-law approach, “battle of forms”, **3:3**
 - Consistent additional terms, **3:25 to 3:28**

TERMS OF CONTRACTS

—Cont'd

- Consistent terms requirement, **3:19, 3:20, 3:28**
- Course of dealing, **3:30**
- Course of performance, **3:30**
- Definite and seasonable expression of acceptance, **3:5**
- Delivery, **3:40 to 3:42**
- Distributorship operations, **3:36 to 3:38**
- Exclusive dealing contracts, **3:33, 3:35**
- Expressly conditional acceptance, **3:8 to 3:10**
- “Four corners” doctrine, **3:19, 3:20**
- Franchise operations, **3:36 to 3:38**
- Good faith, obligation of, **3:39**
- Indefinite duration, contracts of, **3:36 to 3:38**
- Integration
 - Consistent additional terms, **3:25 to 3:28**
 - Consistent terms requirement, **3:28**
 - Missing or omitted terms, **3:31 to 3:46**
- Merchant rule, **3:7**
- Missing or omitted terms
 - Generally, **3:31 to 3:46**
 - Conditions, **3:46**
 - Delivery, **3:40 to 3:42**
 - Distributorship operations, **3:36 to 3:38**
 - Exclusive dealing contracts, **3:33, 3:35**
 - Franchise operations, **3:36 to 3:38**
 - Good faith, obligation of, **3:39**
 - Indefinite duration, contracts of, **3:36 to 3:38**
 - Open and deferred price contracts, **3:32**
 - Output contracts, **3:33, 3:34**
 - Payment, **3:43 to 3:45**

INDEX

TERMS OF CONTRACTS

—Cont'd

- Missing or omitted terms—Cont'd
 - Requirements contracts, **3:33, 3:34**
 - Tender of delivery, **3:40 to 3:42**
- Omitted terms. Missing or Omitted Terms, above
- Open and deferred price contracts, **3:32**
- Oral terms and the parol evidence rule, **3:11 to 3:21**
- Output contracts, **3:33, 3:34**
- Parol Evidence** (this index)
- Payment, **3:43 to 3:45**
- Requirements contracts, **3:33, 3:34**
- Restatement (Second) of Contracts approach, **3:22**
- Sources of, **3:1**
- Tender of delivery, **3:40 to 3:42**
- Trade usage, **3:30**
- UCC parol evidence rule (Section 2-202)
 - Consistent additional terms, **3:25 to 3:28**
 - Consistent terms requirement, **3:28**
 - Integration, **3:25 to 3:28**

THIRD PARTIES, RIGHTS OF

- Generally, **13:1 to 13:8**
- Article 2 approach, priorities
 - Generally, **13:5 to 13:8**
 - Buyers in the ordinary course, **13:6**
 - Entrustment doctrine, **13:6**
 - Secured parties, **13:7**
 - Unsecured creditors, **13:8**
- Assignment of rights, **13:1, 13:2**
- Buyers in the ordinary course, priorities, **13:6**
- Delegation of duty, **13:1, 13:2**
- Derivative title, doctrine of, **13:3**
- Entrustment doctrine, priorities, **13:6**
- Estoppel, **13:4**

THIRD PARTIES, RIGHTS OF

—Cont'd

- Priorities
 - Generally, **13:3 to 13:8**
 - Article 2 approach, **13:5 to 13:8**
 - Derivative title, doctrine of, **13:3**
 - Estoppel, **13:4**
 - Voidable title, **13:4**
- Secured parties, priorities, **13:7**
- Unsecured creditors, priorities, **13:8**
- Voidable title, **13:4**

TRADE USAGE

- Contracts, construction and interpretation of
 - Generally, **4:13 to 4:19, 4:25 to 4:28**
 - Definition of terms, **4:14**
 - Proof, sufficiency of, **4:16, 4:17**
 - Supplementation of contracts formed under Section 2-207(3), **4:19**
 - Terms excluded from certain restrictions, **4:15**
- Statute of frauds, **1:25**
- Terms of contracts, **3:30**
- Warranties, **11:34**

UCC

- Uniform Commercial Code**
 - Article 2—Sale of Goods** (this index)

UNCONSCIONABILITY

- Generally, **5:1 to 5:17**
- Burden of proof, **5:5**
- Codification and acceptance of unconscionability doctrine, **5:2**
- Contract formation, **5:10**
- Contract terminations, **5:8**
- Disclaimers, **5:9, 11:35**
- Hearing requirement, **5:4**
- History of unconscionability doctrine, **5:1**

UNCONSCIONABILITY

—Cont'd

- Procedural aspects of unconscionability
 - Generally, **5:3 to 5:5**
 - Burden of proof, **5:5**
 - Hearing requirement, **5:4**
- Remedies under the UCC, **5:17**
- Section 2-302, scope of
 - Generally, **5:6 to 5:9**
 - Within Article 2, **5:7**
 - Contract terminations, **5:8**
 - Outside Article 2, **5:6**
 - Warranty disclaimers, **5:9**
- Status-of-parties approach to unconscionability
 - Generally, **5:13 to 5:16**
 - Merchants and consumers, **5:16**
 - Merchants of equal bargaining strength, **5:14**
 - Merchants of unequal bargaining strength, **5:15**
- Substituted remedy clauses, **11:40**
- Unconscionability, definition of
 - Generally, **5:11 to 5:16**
 - Bargaining strength of merchants, **5:14, 5:15**
 - Merchants and consumers, **5:16**
 - Procedural-substantive approach, **5:12**
 - Status-of-parties approach, **5:13 to 5:16**
- Warranties, **11:35, 11:40**

UNIFORM COMMERCIAL CODE ARTICLE 2—SALE OF GOODS

- Adequate assurances, demands for, **6:9**
- Anticipatory repudiation, **6:9**
- Commercial impracticability (Section 2-615), **5:21 to 5:25**
- Consideration requirement, modification of contracts, **2:5**
- Construction and Interpretation of Contracts** (this index)

UNIFORM COMMERCIAL CODE ARTICLE 2—SALE OF GOODS—Cont'd

- Cure, seller's right to (Section 2-508), **9:5**
- Destruction of specific goods (Section 2-613), **5:19**
- Excuse** (this index)
- Express terms vs. course of dealing, course of performance, and trade usage (Section 1-303 (e)), **4:25 to 4:28**
- Express warranties by affirmation, description, sample, and model (Section 2-313), **11:10 to 11:14**
- Foreseeability
 - Commercial impracticability, **5:23**
 - Excuse defense, **5:23**
 - Incidental and consequential damages, **10:11**
- Goods, seller's rights in
 - Generally, **7:11 to 7:15**
 - Creditors of the buyer, **7:14**
 - Secured parties, **7:13**
 - Subsequent buyers, **7:12**
 - Trustee in bankruptcy, buyer's, **7:15**
 - Unpaid sellers, **7:12 to 7:15**
- Goods not received or retained (Sections 2-711, 2-712, and 2-713), **10:2 to 10:4**
- Hybrid transactions, **1:4**
- Implied warranty of fitness for a particular purpose (Section 2-315), **11:19 to 11:23**
- Implied warranty of merchantability (Section 2-314), **11:9, 11:16 to 11:18**
- Incidental and consequential damages, generally, **10:11**
- Incidental damages (Section 2-710), **8:15**
- Installment contracts (Section 2-612), **9:5**

INDEX

UNIFORM COMMERCIAL CODE ARTICLE 2—SALE OF GOODS—Cont'd

- Lost profit claims (Section 2-708(2)), **8:7 to 8:13**
- Magnuson-Moss Warranty Act** (this index)
- Market formula damages, traditional (Section 2-708(1)), **8:7**
- Merger clauses, **3:29**
- Modification of contracts, **2:5, 2:6**
- Non-goods transactions, **1:3**
- Non-UCC statutes, **11:56 to 11:69**
- Parol evidence rule (Section 2-202), **3:25 to 3:28**
- See also **Parol Evidence** (this index)
- Perfect tender rule (Section 2-601), **9:5 to 9:7**
- Price, actions for (Section 2-709), **8:3 to 8:6**
- Punitive damages, buyer's monetary damage claims, **10:40**
- Resale measure of recovery (Section 2-706), **8:2**
- Retained goods (Section 2-714), **10:5 to 10:8**
- Scope of, **1:2 to 1:4, 5:6 to 5:9**
- Specific goods, destruction of (Section 2-613), **5:19**
- Statute of Frauds** (this index)
- Substitute methods of delivery or payment (Section 2-614), **5:20**
- Terms of Contracts** (this index)
- Text of, **App A**
- Unconscionability** (this index)
 - "Waiver" possibility, modification of contracts, **2:6**
- Warranties** (this index)

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA)

- Generally, **11:6 to 11:8**

UNIFORM ELECTRONIC TRANSACTIONS ACT

- Statute of frauds, **1:30**

USAGE OF TRADE

- Trade Usage** (this index)

WARRANTIES

- Generally, **11:1 to 11:69**
- "As is" disclaimers, **11:31**
- Assumption of risk, **11:55**
- Bargain, basis of, **11:12, 11:13**
- Breach of warranty
 - Content of notice, **11:47**
 - Form of notice, **11:47**
 - Notice, generally, **11:41, 11:45 to 11:48**
 - Parties and persons required to give notice, **11:48**
 - Proof of, **11:26**
 - Substituted remedy clause, **11:41**
 - Timeliness of notice, **11:46**
- Computer software, **11:5 to 11:9**
- Conspicuous requirement, substituted remedy clauses, **11:42**
- Contributory negligence, **11:55**
- Course of dealing, **11:34**
- Course of performance, **11:34**
- Defenses based on claimant's conduct, **11:55**
- Description, warranty by, **11:13**
- Disclaimers
 - Generally, **11:27 to 11:36**
 - "As is" disclaimers, **11:31**
 - Course of dealing, **11:34**
 - Course of performance, **11:34**
 - Express warranties, **11:29**
 - Implied warranties, **11:30**
 - Inspection of goods, **11:33**
 - Livestock, nonuniform provision on, **11:36**
 - Nonuniform provision on livestock, **11:36**
 - Trade usage, **11:34**
 - Unconscionability, **11:35**

WARRANTIES—Cont'd

Disclaimers—Cont'd

Written contract, disclaimers
not part of, **11:32**

Essential purpose, failure of, **11:39**

“Expressly agreed to be
exclusive”, **11:38**

Express warranties by affirmation,
description, sample, and
model (Section 2-313)

Generally, **11:10 to 11:14**

Affirmation-opinion dichotomy,
11:11

Bargain, basis of, **11:12, 11:13**

Description, warranty by, **11:13**

Sample or model, warranty by,
11:14

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

Generally, **11:19 to 11:23**

Particular purpose, **11:21**

Reason to know, **11:20**

Reliance by the buyer, **11:23**

Seller, definition of, **11:22**

Implied warranty of merchant-
ability (Section 2-314)

Generally, **11:9, 11:16 to 11:18**

“Merchant with respect to
goods of that kind”, **11:17**

Ordinary purpose, goods fit for,
11:18

Preemption, federal, **11:9**

Infringement, warranty against,
11:24, 11:25

Inspection of goods, **11:33**

Leased goods, **11:3**

Limited damages clauses, **11:43,**
11:44

Livestock, nonuniform provision
on, **11:36**

Magnuson-Moss Warranty Act
(this index)

Misuse, **11:55**

Mixed transactions, goods and
computer information, **11:8**

WARRANTIES—Cont'd

Non-UCC statutes

Generally, **11:56 to 11:69**

Magnuson-Moss Warranty
Act

State consumer protection
statutes, **11:69**

Notice, breach of warranty

Generally, **11:41, 11:45 to**
11:48

Content of, **11:47**

Form of, **11:47**

Parties and persons required to
give, **11:48**

Substituted remedy clause,
11:41

Timeliness, **11:46**

Parol evidence, express warranties
and, **11:15**

Preemption, federal, implied war-
ranty of merchantability, **11:9**

Privity

Generally, **11:49 to 11:53**

Express warranties, **11:52**

Horizontal privity, **11:53**

Implied warranties, **11:51**

Vertical privity, **11:50 to 11:52**

Provisions, scope of

Generally, **11:1 to 11:9**

Computer software, **11:5 to**
11:9

Leased goods, **11:3**

Mixed transactions, goods and
computer information,
11:8

Preemption, federal, implied
warranty of merchant-
ability, **11:9**

Service contracts, **11:4**

Uniform Computer Information
Transactions Act (UCITA),
11:6 to 11:8

Used goods, **11:2**

Sample or model, warranty by,
11:14

Service contracts, **11:4**

INDEX

WARRANTIES—Cont'd

- State consumer protection statutes,
11:69
- Statute of limitations, **11:54**
- Substituted remedy clauses
 - Generally, **11:27, 11:37 to 11:42**
 - Conspicuous requirement,
11:42
 - Damage limitation clauses,
combination with, **11:44**
 - Essential purpose, failure of,
11:39
 - “Expressly agreed to be
exclusive”, **11:38**

WARRANTIES—Cont'd

- Substituted remedy clauses
 - Cont'd
 - Notice of breach requirement,
11:41
 - Unconscionability, **11:40**
- Title, warranty of, **11:24, 11:25**
- Trade usage, **11:34**
- Unconscionability
 - Disclaimers, **11:35**
 - Substituted remedy clauses,
11:40
- Uniform Computer Information
Transactions Act (UCITA),
11:6 to 11:8
- Used goods, **11:2**