

Highlights for 2026-2027 Update to The Law of Sales Under the Uniform Commercial Code

New features and recent developments in this 2026-2027 edition include:

- While courts remain slow to implement the hybrid contract rules of the 2022 amendments, the Texas Business Court, applying Delaware law, uses the new rules. **[1:4]**
- A Michigan district court considers the Code's "no consideration" rule for contract modifications. **[2:5]**
- A Colorado court holds course of performance cannot modify a written contract to contradict its plain and unambiguous terms. **[3:30]**
- A New Jersey district court holds a clause indicating a party's sole remedy for the other's non-performance is the option to terminate the agreement is not unconscionable. **[5:8]**
- A Delaware court suggests that a buyer may need to give a seller more than two attempts to cure in certain cases before revoking acceptance. **[9:19]**
- A Picasso owner gets replevin of the painting, narrowly avoiding losing it to a transferee under the Code's entrustment rule. **[13:6]**