

Uniform Commercial Code

These are the highly testable UCC areas on the Baby Bar Examination:

Section

- 2-201 Formal Requirements; Statute of Frauds.
- 2-202 Final Written Expression: Parol or Extrinsic Evidence.
- 2-205 Firm Offers.
- 2-206 Offer and Acceptance in Formation of Contract.
- 2-207 Additional Terms in Acceptance or Confirmation.
- 2-208 Course of Performance or Practical Construction.
- 2-209 Modification, Rescission and Waiver.

PART 3 GENERAL OBLIGATION AND CONSTRUCTION OF CONTRACT

Section

- 2-306- Output, Requirements and Exclusive Dealings.
- 2-307- Delivery in Single Lot or Several Lots.
- 2-310- Open Time for Payment or Running of Credit; Authority to Ship Under
- 2-313 Express Warranties by Affirmation, Promise, Description, Sample.
- 2-314 Implied Warranty: Merchantability; Usage of Trade.
- 2-315 Implied Warranty: Fitness for Particular Purpose.
- 2-316 Exclusion or Modification of Warranties.
- 2-319 F.O.B. and F.A.S. Terms.

PART 5 PERFORMANCE

Section

- 2-502 Buyer's Right to Goods on Seller's Insolvency.
- 2-503 Manner of Seller's Tender of Delivery.
- 2-504 Shipment by Seller.
- 2-505 Seller's Shipment Under Reservation.
- 2-508 Cure by Seller of Improper Tender or Delivery; Replacement.
- 2-509 Risk of Loss in the Absence of Breach.
- 2-510 Effect of Breach on Risk of Loss.
- 2-512 Payment by Buyer Before Inspection.
- 2-513 Buyer's Right to Inspection of Goods.

PART 6 BREACH, REPUDIATION AND EXCUSE

Section

2-602 Manner and Effect of Rightful Rejection.

2-603 Merchant Buyer's Duties as to Rightfully Rejected Goods.

2-606 What Constitutes Acceptance of Goods.

2-607 Effect of Acceptance; Notice of Breach; Burden of Establishing Breach After Acceptance; Notice of Claim or Litigation to Person Answerable Over.

2-608 Revocation of Acceptance in Whole or in Part.

2-609 Right to Adequate Assurance of Performance.

2-610 Anticipatory Repudiation.

2-612 "Installment Contract"; Breach.

PART 7 REMEDIES

Section

2-701 Remedies for Breach of Collateral Contracts Not Impaired.

2-702 Seller's Remedies on Discovery of Buyer's Insolvency.

2-704 Seller's Right to Identify Goods to the Contract Notwithstanding Breach or to Salvage Unfinished Goods.

2-705 Seller's Stoppage of Delivery in Transit or Otherwise.

2-707 "Person in the Position of a Seller".

2-708 Seller's Damages for Non-acceptance or Repudiation.

2-710 Seller's Incidental Damages.

2-711 Buyer's Remedies in General; Buyer's Security Interest in Rejected Goods.

2-712 "Cover"; Buyer's Procurement of Substitute Goods.

2-713 Buyer's Damages for Non-delivery or Repudiation.

2-714 Buyer's Damages for Breach in Regard to Accepted Goods.

2-715 Buyer's Incidental and Consequential Damages.