

Question 1

Issues:

Question 1:

- UCC- Article 2.
- If Wally not make offer, then offer was by M-Co and was not accepted
- Fraudulent non disclosure re upgrades and warranty?
- Statute of Frauds – merchant’s confirming memo issue?

Question 2:

UCC 2207:

- Acceptance not expressly conditional. Therefore 2207(2)
- Arbitration-- additional. Material alteration since was industry standard?
- Warranty --different or additional? If different, knockout both.
- Price = gap filler.

Question 2

Issues:

1. UCC Article 2 (goods)
2. June 1 from Alfred: Offer or solicitation of offer?
3. June 6 from Bob:
 - Acceptance? If so, enforceable vs Alfred (non signer, non merchant) under S/F? Sale of goods over \$500. Custom goods exception not applicable.
 - Or counteroffer? Or original offer (if Alfred didn't make an offer on June 1) - if so, never accepted by Alfred.
4. June 7 -- If Alfred had made an offer on June 1, and Bob trying to accept-- then
 - (a) offer was revocable because NOT a firm offer (Alfred not a merchant)
 - (b) indirect revocation on June 7 through newspaper article? -- not specific enough
 - (c) if Bob made a counter offer on June 6, terminates power of acceptance, but when? Only on receipt (which was AFTER the voice mail)
 - (d) lapse of offer by June 7.
 - (e) if deemed acceptance, S/F problem vs. Alfred since he was a non-signer, non-merchant.