

ISSUE LIST: QUESTION ONE

STUDENT NO: _____

- I. Applicable Law
- II. Phone order: offer?
- III. Acceptance by phone?
- IV. Email and acknowledgment: confirmation per 2-207 with new terms?
- V. Acceptance or confirmation with new terms?
- VI. Expressly conditional: discuss acknowledgment form/language.
- VII. Between merchants?
- VIII. New terms part of contract unless:
 - a) Offer limited to its terms;
 - b) Materially alters it;
 - c) Notification of objection given in reasonable time.
- IX. Specific “new” terms: cash discount, arbitration, warranties, receipt constituting acceptance, no oral terms---discuss each.
- X. Rejection of goods---can buyer reject after receiving goods? Some or all?
- XI. Statute of Frauds? Party to be charged? Merchant’s memo?

Comments:

AIONA Midterm
April 2013

ISSUE LIST: QUESTION TWO

STUDENT NO: _____

- I. Applicable Law
- II. Offer to sell bees/hives for \$3000?
- III. Offer for option/right of first refusal for \$100 in 10 days.
- IV. Acceptance or rejection and counter offer? Effective on receipt or mailing?
- V. Effect of newspaper ad: indirect revocation? Maybe not...
- VI. Attempted acceptance of option by Buyer---valid?
- VII. Was rejection/counter valid?
- VIII. Attempted acceptance by placing \$3,000 in seller's account. Valid?
- IX. Defenses: Statute of Frauds? Enough for merchant's confirming memo?

Comments: