

What a buyer can do if the seller delivers non-conforming goods:

I. Reject §2-601

within reasonable time with notice §2-602

b/c THE GOODS AREN'T PERFECT

("perfect tender rule")

but seller has a right to cure in two circumstances:

there's still time under the K to make a conforming delivery §2-508(1)

- **or** -

the seller had reason to believe non-conforming goods would be acceptable §2-508(2)

*if the buyer doesn't reject, then the buyer has ACCEPTED
once the buyer's accepted, then the buyer can't reject,
and will have to pay up §2-607
but maybe the buyer can ...*

II. Revoke §2-608

(a/k/a revoke acceptance)

within reasonable time with notice §2-608

b/c ...

(1) the non-conformance substantially impairs the value of the K

- **AND** -

(2) one of these:

(A) the buyer thought the seller would cure

(B) seller gave assurances that strung the buyer out

(C) there was some reason the buyer couldn't discover the non-conformance before accepting

*once the time has passed for revocation,
then all the buyer can do is ...*

III. Sue for breach of warranty

- **IF** -

all the requirements of warranty action are met

*but if a breach of warranty action won't work,
then the buyer is out of options*