

Sales Remedies

Sales Remedies

- Remedies of Seller
- Remedies of Buyer
- Contractual Provisions Affecting Remedies

Seller's Remedies I

- Withhold Delivery
 - Nonpayment, or repudiation of the contract
- Stop Delivery of Goods in Transit
 - Insolvency of Buyer-always
 - Otherwise-large shipments
 - Seller liable to carrier
- Reclaim Goods in Possession of Buyer
 - Insolvent buyer
 - 10 days
 - May have been defeated by sale to good faith purchaser

Seller's Remedies II

- Identify Goods to Contract
- Resell Goods
 - Good faith
 - Commercially reasonable manner
 - Recover difference between contract price and sales price, if resale price is lower
 - Not accountable for profit on resale
 - May be public or private-notice due if private, seller can purchase if public
 - Purchaser takes free of title defects

Seller's Remedies III

- Recover Damages
 - Difference between market price at time and place of tender, and contract price
 - Lost volume-recover profit
- Recover Price
 - Buyer has accepted goods, goods lost after risk passed to buyer, or there is no market for resale
 - Must have goods for buyer, and buyer is entitled to goods upon payment of the price

Seller's Remedies IV

- Recover Incidental Damages
 - Those reasonably incurred as a result of the breach; cost of stopping delivery, transportation of goods after breach, expenses associated with resale
- Cancel the Contract: Stop Performance

Buyer's Remedies I

- Cancel the Contract: Stop Performance
- Recover Payments made
- Cover
 - Purchase substitute goods
 - Recover difference between cost of cover and the contract price

Buyer's Remedies II

- Damages for Nondelivery
 - Difference between market price and contract price
 - Time buyer learned of breach
 - Place of tender
 - Damages for Accepted Goods
 - Difference between the value of the accepted goods and the value goods would have had if they had conformed to contract
 - Incidental and Consequential Damages

Buyer's Remedies III

- Recover Goods
 - Insolvent seller
 - At least part of contract price has been paid
 - Must tender any unpaid portion of price
- Specific Performance for Unique Goods
- Sell Goods that Remain in their Possession

Contractual Provisions

- Liquidations or Limitations
- Limitations of Remedy
