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Article 1: General Provisions

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UNIFORM COMMERCIAL CODE ANNOTATIONS

This section contains a digest of all reported decisions from jurisdictions interpreting provisions of the Uniform Commercial Code published from December 1, 1962, through March 1, 1963, in the National Reporter System, Pennsylvania District and County Reports, 2d series, and Pennsylvania county reports. Case citations preceded by a dagger (†) indicate decisions which are based upon language contained in the 1953 version of the Code. Case citations preceded by an asterisk (*) indicate decisions construing or interpreting provisions of the Code even though the Code did not govern the decision. One case, the report and name of which are unavailable to the annotators, has been decided in Pennsylvania (58 Schuyl. L. Rec. 166). This case will be annotated in the Fall 1963 issue of the Review (vol. 5, no. 1).

BARRY L. WIEDER
ARNOLD W. PROSKIN

ARTICLE 1: GENERAL PROVISIONS

SECTION 1-105. Territorial Application of the Act; Parties' Power to Choose Applicable Law.

(1) Except as provided hereafter in this section, when a transaction bears a reasonable relation to this state and also to another state or nation the parties may agree that the law either of this state or of such other state or nation shall govern their rights and duties. Failing such agreement this Act applies to transactions bearing an appropriate relation to this state.

(2) Where one of the following provisions of this Act specifies the applicable law, that provision governs and a contrary agreement is effective only to the extent permitted by the law (including the conflict of laws rules) so specified:

Rights of creditors against sold goods. Section 2-402.

Applicability of the Article on Bank Deposits and Collections.
Section 4-102.

Bulk transfers subject to the Article on Bulk Transfers. Section 6-102.

Applicability of the Article on Investment Securities. Section 8-106.

Policy and scope of the Article on Secured Transactions. Sections 9-102 and 9-103.

Skinner v. Tober Foreign Motors, Inc., — Mass. —, 187 N.E.2d 669 (1963).

See the Annotation to Section 2-209, *infra*.

- his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or
- (c) with respect to goods for which payment has been made and accepted or which have been received and accepted (Sec. 2-606).
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Skinner v. Tober Foreign Motors, Inc., — Mass. —, 187 N.E.2d 669 (1963).

See the Annotation to Section 2-209, *infra*.

SECTION 2-207. Additional Terms in Acceptance or Confirmation.

(1) A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms.

(2) The additional terms are to be construed as proposals for addition