
Buyer's Remedies

"This is Not What I Ordered!"

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UCC § 2-711. Buyer's Remedies in General; Buyer's Security Interest in Rejected Goods

- Cover.
- Damages.

Where the Seller Fails to Deliver or Repudiates the Buyer may also

- Recover Goods.
- Specific Performance.

On Rightful Rejection or Justifiable Revocation of Acceptance

- Security Interest.

§ 2-712. “Cover”; Buyer's Procurement of Substitute Goods. UCC § 2-712

- Cover Means...

§ 2-713. Buyer's Damages for Non-Delivery or Repudiation. UCC § 2-713

The difference between the market price at the time (and place) when the buyer learned of the breach and the contract price together with any incidental and consequential damages, but less expenses saved in consequence of the seller's breach.

§ 2-714. Buyer's Damages for Breach in Regard to Accepted Goods. UCC § 2-714

- The measure of damages for breach of warranty is the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount.
- Also, incidental and consequential damages may be recovered if known.

§ 2-715. Buyer's Incidental and Consequential Damages. UCC § 2-715

- 1) Incidental damages.
- 2) Consequential damages – loss reasonably foreseen and injury.

§ 2-716. Buyer's Right to Specific Performance or Replevin. UCC § 2-716

- Specific performance – unique goods.
- Replevin for goods identified to the contract if no cover after reasonable effort he is unable to effect cover for such goods or the circumstances reasonably indicate that such effort will be unavailing or if the goods have been shipped under reservation and satisfaction of the security interest in them has been made or tendered. In the case of goods bought for personal, family, or household purposes, the buyer's right of replevin vests upon acquisition of a special property, even if the seller had not then repudiated or failed to deliver.

§ 2-717. *Deduction of Damages from the Price.* UCC Code § 2-717

- Deduct all or any part of the damages.

§ 2-718. Liquidation or Limitation of Damages, Deposits. UCC § 2-718

- 1) Liquidated Damages for breach must be reasonable or penalty.

§ 2-719. Contractual Modification or Limitation of Remedy. UCC § 2-719

- May limit to repair or replacement.
- Exclusive remedy must be stated
 - If fails for essential purpose, then invalid.
- Consequential damages may be limited or excluded unless unconscionable.
- Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not.

Questions?

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