

# Theory to practice

Law



Theory to Practice The rules governing a range of contracts are evident in Article 2 of The Uniform Commercial Code (UCC). The UCC handles matters concerning merchants differently because they have more expertise in terms of knowledge and skills of carrying out transactions compared to the ordinary public (Meiners, Ringleb, & Edwards, 2012). The merchants can proceed with their transactions without necessarily following common laws that protect the rights of customers. Common law demands that parties to a contract provide a written form of some specific terms (Boundy, 2010). In the case of UCC, a contract between merchants is valid as long as it contains the quantity of the goods, the signature of the party who provides the enforcement as well as a language that would indicate that the words and meaning binds two or more parties in a reasonable contract. The UCC aims at helping the non-breaching parties in case of a breach of contract. It therefore offers the sellers a number of remedies. Basing on UCC, a contract between merchants relies on communication between the two parties, the culture of the industry in addition to the past commercial conduct between the merchants. This indicates that the past dealing between Armstrong's manager and Bentley of GCI surely affects the analysis on their case. In their past commercial conduct, the merchants made use of the pre printed forms for the acceptance of addition terms. In their first interaction, Armstrong's manager signed the pre printed form stating that they will take responsibility of damage before delivery and the transaction was successful at the end. Additional information in the pre printed form become part of the enforceable contract. In the case of the second encounter between Bentley and Armstrong's manager, Armstrong's manager signed a destination contract since it had worked effectively previously. According to UCC, under <https://assignbuster.com/theory-to-practice/>

a destination contract, the buyer is liable for any damage or loss of goods until after delivery. Therefore, the analysis of the case between Armstrong and GCI will indicate that Armstrong's company is liable since the destination contract was signed but the delivery of goods was not as expected.

According to UCC, Armstrong had to complete the delivery procedure as outlined in the contract without any additional charges.

In such a case, Armstrong Company would have breached the contract and will have to pay for the damages. This is because the manager had made a promise to GCI's manager acknowledging the destination contract. He had promised that he would deliver and assemble the press in three installments over May. This additional information on the pre printed form automatically made itself into enforceable contract. The past interactions can also influence this analysis in case a similar incident had occurred between the two parties. The merchant will then decide to handle it as they did it in the previous incident. They can choose to share the burden only after identifying that the breach was not incidental and was purely due to unavoidable circumstances.

The past dealings between the two companies will actually support the decision made by UCC. In all their past dealings, they had taken additional terms in the pre printed forms as part of the contract and this case therefore should not be any different. The fact that Armstrong's manager signed the additional terms made it part of the contract and hence the company has to take responsibility. UCC will provide GCI with a variety of remedies such as rightful rejection of the goods, cancellation of the contract and seeking for a substitute as well as filing a lawsuit to demand financial compensation (Boundy, 2010).

## References

Boundy, C. (2010). Business contracts handbook. Farnham, Surrey, England: Gower Pub.

Meiners, R. E., Ringleb, A. H., & Edwards, F. L. (2012). The legal environment of business. Mason, OH: South-Western Cengage Learning.