

# The ironies of law: ucc versus ucita

Law



Long after the establishment of the rule of law and the advent of the series of incidents that involves the conventional way of trading, the need to be able to standardize transactions in this information age has become a necessity that was way long overdue. Here in the United States, as with many parts of the world wherein the process of buying and selling has been a way of life, coupled with the widespread use of computers, the guidance of a uniform law is a need that government s should be able to provide, as soon as it is possible.

The government's attempt to standardize computer information transactions has been in a whirlwind situation being unable to distinctively decide what really is appropriate for the standardization of law. Several years before UCITA, the attempt was on a stand still contemplated on a barrage of proposals and revisions. In the case of the Uniform Commercial Code, this was revised twice and still was proven to be unable to protect the general will of both producers and consumers. Even UCITA, the standard that was approved by the National Conference of Commissioners on Uniform State Laws (NCCUSL) last July 29<sup>th</sup> after a long stalemate of 10 years still was met with the disgust of the majority of consumers.

For instance, UCITA concentrates more on the lincensing of purchased goods whereas its sister law, the UCC was more towards the sales of goods. The distinction between the two practically lies onto the fact that as with the Article 2 of the UCC, the buyer's definition to be as a person who transacts to buy a certain good (" Uniform Commercial Code - Index", 2005).

However, the argument is that the obligations therein of the buyer to the seller do not end with the acceptaance and payment of the goods (" <https://assignbuster.com/the-ironies-of-law-ucc-versus-ucita/>

UNIFORM COMMERCIAL CODE REVISED ARTICLE 2B. LICENSES", 1996). In UCITA, after the product has been bought by the buyer, not only does that person buy the product but also the license that it includes. Only that the license included is only applicable for the particular buyer who transacted for the sale of the product.

Both laws are practically biased to a particular element of trade: UCC for the buyer and UCITA for the producer or seller (" What is UCITA?" 2006). This fact brings about the main conflict why it is still a big lapse for the part of the government in its efforts to standardize trade. In general, the reason why both laws are still incapable of harmonizing trade is because of the fact that policy makers want to please both parties, a feat we all know is impossible to do.

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