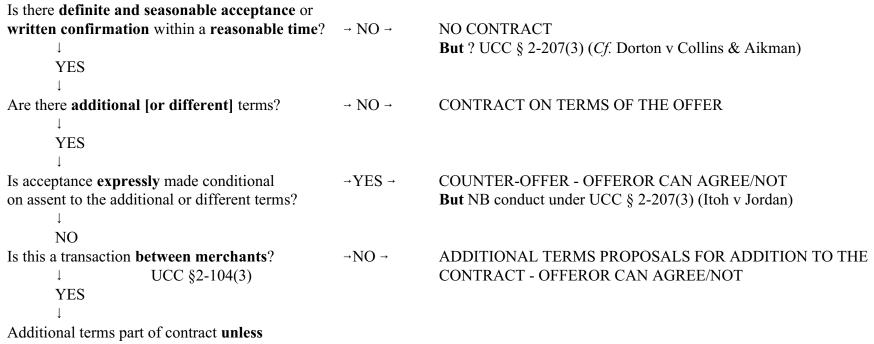
UCC § 2-207



- offer expressly limits acceptance to terms of offer

- additional terms **materially alter** the contract
- notification of objection to additional terms (already given or given within reasonable time after notice)

Question: what about different terms? (Northrop v Litronic)

OFFER - TERMS X

 $A \rightarrow B$

←

definite+ seasonable?
reasonable time?
Acceptance expressly
conditional on assent to X+?

ACCEPTANCE - TERMS X+

[additional terms]

Proposals for addition to contract

- between non-merchants only part of contract if agreed to
- between merchants part of contract unless
 - A. Offer expressly limits accepotance
 - B. Materially alter contract
 - C. Notification of objection

UCC § 2-207

- (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 to the contract. Between merchants such terms become part of the contract unless:
- (A) the offer expressly limits acceptance to the terms of the offer;
- (B) they materially alter it; or
- (C) notification of objection to them has already been given or is given within a reasonable time after notice of them is received.
- (3) Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract. In such case the terms of the particular contract consist of those terms on which the writings of the parties agree, together with any supplementary terms incorporated under any other provisions of this code.