

A home goods retailer, in a signed writing, contracted with an apartment complex for the sale to the apartment complex of 50 identical sets of specified bathroom faucets, 25 sets to be delivered on March 1, and the remaining 25 sets on April 1. The agreement did not specify the place of delivery, or the time or place of payment.

Which of the following statements is correct?

- A. The home goods retailer has no duty to deliver the 25 sets on March 1 at the retailer's place of business unless the apartment complex tenders the contract price for the 25 sets on that date.
- B. The home goods retailer must deliver 25 sets on March 1, and the apartment complex must pay the contract price for the 25 sets within a reasonable time after their delivery.
- C. The home goods retailer must deliver 25 sets on March 1, but the apartment complex's payment is due only upon the delivery of all 50 sets.
- D. The home goods retailer must tender 25 sets to the apartment complex at the complex's place of business on March 1, but does not have to turn them over to the complex until it pays the contract price for the 25 sets.

## Explanation:

### UCC gap-fillers

(effect of missing terms)

#### Missing terms

#### Gap-fillers

#### Place of delivery

Seller's place of business if applicable  
Seller's home  
Some other place if parties know goods are there

#### Time for shipment/delivery

Reasonable time

#### Price

Reasonable price at time for delivery

#### Time/place for payment

Time & place buyer is to receive goods

UCC = Uniform Commercial Code.

Contracts for the sale of goods (eg, faucets) are governed by Article 2 of the Uniform Commercial Code (UCC). The UCC "**fills the gap**" when certain **terms are missing** from a contract. For example, the gap filler for a missing **place of delivery** is generally the **seller's place of business** if the seller has one. And unless the contract specifies otherwise, **payment is due** at the **time and place** the buyer is to **receive each shipment** of goods. In that case, the seller is only required to deliver the goods if the buyer tenders the payment.

Here, the home goods retailer contracted to sell bathroom faucets to the apartment complex. The time for delivery is specified (ie, 25 sets on March 1 and 25 sets on April 1). But since the place of delivery is missing, it must be made at the retailer's place of business—not the apartment complex's (**Choice D**). And since the time and place for payment are also missing, the contract price for the first 25 sets is due on March 1 (**Choices B & C**). Therefore, the retailer has no duty to deliver these sets unless the apartment complex tenders payment on that date.

### Educational objective:

The UCC fills the gap when certain terms are missing from a sale-of-goods contract. For example, the gap filler for the place of delivery is generally the seller's place of business if the seller has one. And unless the contract specifies otherwise, payment is due at the time and place the buyer is to receive each shipment of goods.

### References

U.C.C. § 2-308 (Am. Law Inst. & Unif. Law Comm'n 2020) (providing gap filler when place for delivery is missing).

U.C.C. § 2-310 (Am. Law Inst. & Unif. Law Comm'n 2020) (providing gap filler when time and place for payment are missing).

Copyright © 2002 by the National Conference of Bar Examiners. All rights reserved.

Copyright © UWorld. All rights reserved.