

**Contracts I**  
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**Sample Exam Question #4**

**CAVEATS: This question is an example only. It does not cover enough material to constitute an entire exam. The questions on the real exam are of varying degrees of difficulty, and the number of points assigned to each question varies correspondingly.**

For each subpart, separately answer the following question and explain your answer: Assuming that Buyer is a merchant, as that term is defined in § 2-104(1) of the Uniform Commercial Code, does UCC Article 2 give Seller a cause of action against Buyer?

- A. Buyer wrote Seller on March 1st offering to purchase 100 flats of petunias from Seller at a price of \$5 per flat, with Seller to deliver no later than June 15th. On June 15th, Seller's truck pulled up to Buyer's nursery in order to deliver the flowers. Seller's driver presented Buyer with an invoice for 100 flats of petunias, total amount due of \$500. Buyer refused delivery.
- B. Buyer wrote Seller on March 1st offering to purchase 100 flats of petunias from Seller at a price of \$5 per flat, with Seller to deliver no later than June 15th. Buyer's March 1st letter also stated that its offer would expire unless the Seller accepted in writing no later than April 1st. On March 10th, Seller wrote a letter of acceptance, which Seller properly addressed and mailed to the Buyer, but which Buyer never received. On June 15th, Seller's truck pulled up to Buyer's nursery in order to deliver the flowers. Seller's driver presented Buyer with an invoice for 100 flats of petunias, total amount due of \$500. Buyer refused delivery.
- C. Buyer wrote Seller on March 1st offering to purchase 100 flats of petunias from Seller at a price of \$5 per flat, with Seller to deliver no later than June 15th. In addition, Buyer's March 1st letter stated that the offer would expire unless the Seller accepted in writing no later than June 10th. On June 10th, Seller wrote a letter of acceptance, which Seller properly addressed and mailed to the Buyer, but which Buyer never received. On June 15th, Seller's truck pulled up to Buyer's nursery in order to deliver the flowers. Seller's driver presented Buyer with an invoice for 100 flats of petunias, total amount due of \$500. Buyer refused delivery.
- D. Buyer wrote Seller on March 1st offering to purchase 100 flats of petunias from Seller at a price of \$5 per flat, with delivery to be made by Seller no later than June 15th. In addition, Buyer's March 1st letter stated "If you do not make delivery of the flowers by June 15th, this offer will expire." On June 15th, Seller's truck pulled up to Buyer's nursery in order to deliver the flats. Seller's driver presented Buyer with an invoice for 100 flats of petunias, total amount due of \$500. Buyer refused delivery.