

ASPEN CASEBOOK SERIES

FULL

UNITED STATES
AND INTERNATIONAL
SALES, MERGERS,
AND LICENSING LAW
Cases and Problems

*Second
Edition*



Wolters Kluwer

Law & Business

ASPEN CASEBOOK SERIES

UNITED STATES AND INTERNATIONAL SALES, LEASE, AND LICENSING LAW

CASES AND PROBLEMS

Second Edition

Bryan D. Hull

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Loyola Law School, Los Angeles



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Law & Business

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To my niece and nephew, Lisa and Ben Kellerman.

May they experience much happiness in their lives.

Love, Uncle Bryan

PREFACE TO SECOND EDITION

I read somewhere that “the only reason to teach a class once is to teach it twice.” I believe there is a lot of truth in that statement. Much time and effort goes into the preparation of a class, and it may not be worth it if you teach the class only once. In addition, I know I made a fair number of mistakes the first time I taught a class and know that I did a much better job the second time.

I think one could also say that “the only reason to write a casebook is to write a second edition.” As I used the first edition of this book and heard from others who had also used it, I realized that there were certainly areas for improvement in a second edition. So, here it is, and I hope that it is indeed an improvement.

Of course, one reason to write a second edition is to update the first edition. Since the last edition was written, new editions of the INCOTERMS and Uniform Customs and Practice for Documentary Credits have been released by the International Chamber of Commerce. The Uniform Law Commission (National Conference of Commissioners on Uniform State Laws) and American Law Institute decided to drop the 2003 amendments to UCC Article 2 because they were not being adopted by state legislatures. More state legislatures adopted the 2001 revision of Article 1. The second edition of this book discusses these changes, among other things.

Because of the decision to drop the 2003 amendments to Article 2, I have decided to drop references to them in the second edition. I have also decided to cite only the 2001 revision of Article 1 (including the change to UCC 1-301 that was made in 2008) because most states have now adopted the revised Article 1. I hope this makes things less complicated for the students and for the professors teaching the course.

In response to some helpful suggestions by professors who have used the book, I have added more explanatory material in some areas. I have

also changed some of the cases. It is my hope that the new cases do a better job of exploring the relevant concepts than the cases they replaced in the prior edition.

I want to give special thanks to my colleague at Loyola Law School, Associate Dean Sean Scott, for taking the time to give me many thoughtful suggestions on improvements for the book. I also want to thank Professor Richard Hyland of Rutgers Law School in Camden, New Jersey, for his kind comments and helpful suggestions. I haven't necessarily had time to implement all of the excellent suggestions I have received, but perhaps by the third edition I'll get things right! Any errors or omissions in the text are obviously my own.

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I want to thank Professor Eric Bergsten for putting on the Willem C. Vis International Arbitration Moot Competition the last fourteen years in Vienna, Austria. It was our school’s involvement in that competition that motivated us to offer the comparative sales law class that gave rise to this book. Some of the problems in the book are inspired by issues that were considered in prior Vis competitions.

Thanks go to the editors and reviewers of Aspen Publishers. Their hard work and helpful comments have made this a better product.

Over the years I have been aided by a number of student research assistants and proofreaders and am grateful to all of them. In chronological order in which they worked on the book, they are: Samir Sheth, Mark Murad, Jason Rothman, Alexis Endsley, Michael Coker, Mike Lavaee, and Jeff Payne. I also want to thank all of the students who have taken my class during the time that I have been working on this book. My experience in using the manuscript with them has been invaluable.

Finally, anyone who writes a casebook in an established area owes a debt to those who have previously written casebooks in the area. I have learned a lot from those books, both from my days as a student and now as

***UNITED STATES AND
INTERNATIONAL
SALES, LEASE, AND
LICENSING LAW***

SUMMARY OF CONTENTS

<i>Contents</i>	<i>xi</i>
<i>Preface to Second Edition</i>	<i>xix</i>
<i>Acknowledgments</i>	<i>xxi</i>
CHAPTER 1 INTRODUCTION	1
PART ONE: SALES OF GOODS	13
CHAPTER 2 CHOICE OF LAW	15
CHAPTER 3 CONTRACT FORMATION	27
CHAPTER 4 CONTRACT TERMS—WARRANTIES OF TITLE AND QUALITY	61
CHAPTER 5 OTHER CONTRACT TERMS, INTERPRETATION, AND UNCONSCIONABILITY	113
CHAPTER 6 PERFORMANCE, BREACH, AND EXCUSE	139
CHAPTER 7 BUYER'S REMEDIES	189
CHAPTER 8 SELLER'S REMEDIES	235
CHAPTER 9 THIRD PARTIES INVOLVED IN THE SALES TRANSACTION	257

PART TWO: LEASES OF GOODS AND LICENSES OF INFORMATION	301
CHAPTER 10 LEASES OF GOODS	303
CHAPTER 11 LICENSES OF INFORMATION	325
<i>Table of Cases</i>	<i>349</i>
<i>Uniform Commercial Code (UCC)</i>	<i>355</i>
<i>Contracts for the International Sale of Goods (CISG)</i>	<i>361</i>
<i>Index</i>	<i>363</i>

CONTENTS

Preface to Second Edition xix

Acknowledgments xxi

CHAPTER 1 INTRODUCTION 1

A. THE SALES TRANSACTION 1

B. LEASES AND LICENSES 2

C. PRACTICAL IMPORTANCE OF THE SUBJECT MATTER 2

D. SOURCES OF LAW 3

1. The Uniform Commercial Code—Sales and Leases 3

(a) Background and Content 3

(b) Using the UCC 4

i. Does the UCC Apply? 4

ii. Which State's Version of the Code Applies? 4

iii. The Role of Article 1 5

iv. Defined Terms 5

v. Official Comments 5

vi. Case Law 5

vii. Other Applicable State and Federal Laws 6

2. Licensing Law 6

3. Tort Law 7

4. The Convention on Contracts for the International Sale of Goods (CISG) 7

(a) Background	7
(b) Interpreting the CISG	8
5. Arbitration Rules	10
E. THIS BOOK'S METHODOLOGY	10
 PART ONE: SALES OF GOODS	 13
 CHAPTER 2 CHOICE OF LAW	 15
A. IS THE CONTRACT FOR THE SALE OF GOODS?	15
Epstein v. Giannattasio	16
Newmark v. Gimbel's Inc.	17
B. DOES THE CISG APPLY?	23
1. Is the Transaction "International" As Defined by the CISG?	23
2. Is the Transaction Included within the CISG?	24
3. Is the Relevant Issue Covered by the CISG?	25
4. Have the Parties Opted Out of the CISG in Whole or in Part?	25
 CHAPTER 3 CONTRACT FORMATION	 27
A. OFFER AND ACCEPTANCE	27
1. Basic Formational Issues	27
2. "Battle of the Forms"	29
(a) UCC Treatment	29
i. Do We Have a Contract?	30
ii. If There Is a Contract, What Are the Terms?	31
Dorton v. Collins & Aikman Corp.	32
Hill v. Gateway 2000, Inc.	40
(b) CISG Treatment	43
Chateau des Charmes v. Sabate USA Inc.	44
B. MUST THE CONTRACT BE IN WRITING?	47
THE STATUTE OF FRAUDS	47
1. The Basic Requirements	47
Cohn v. Fisher	48
2. Modifications	52
Wixon Jewelers, Inc. v. Di-Star, Ltd.	52
Wisconsin Knife Works v. National Metal Crafters	53

CHAPTER 4 CONTRACT TERMS— WARRANTIES OF TITLE AND QUALITY	61
A. THE SIGNIFICANCE OF CONTRACT TERMS	61
B. TITLE	61
1. The Warranty of Title and When a Seller Can Convey Good Title	61
Suburban Motors Inc. v. State Farm Mutual Automobile Insurance Co.	62
2. The Scope of the Warranty of Title	65
Colton v. Decker	65
C. WARRANTIES OF QUALITY	68
1. Under the UCC	68
(a) Express Warranties	68
Federal Signal Corporation v. Safety Factors, Inc.	69
(b) Implied Warranties	72
Commonwealth v. Johnson Insulation	73
2. Under the CISG	79
Medical Marketing International v. Internazionale Medico Scientifica	79
3. Disclaimers of Warranties	83
Borden, Inc. v. Advent Ink Company	83
4. Privity Requirements	89
(a) Under the UCC	89
Reed v. City of Chicago	90
Professional Lens Plan v. Polaris Leasing Corp.	92
Touchet Valley Grain Growers v. Opp & Seibold General Construction, Inc.	96
(b) Under the CISG	101
5. Relationship of UCC Warranty Actions to Consumer Protection Law	102
(a) Scope of Magnuson-Moss	102
Szubski v. Mercedes-Benz, U.S.A.	103
(b) Substantive Protections Afforded by Magnuson-Moss and State Consumer Protection Law	107
Mekertichian v. Mercedes-Benz U.S.A.	108