

SYLLABUS  
SALES LAW—UCC ARTICLE 2 AND THE CISG  
SUMMER 2020  
3 CREDIT HOURS

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CONTACT INFORMATION

INSTRUCTOR

**Instructor:** Jack Graves

**Office Hours:** I will have online office hours by appointment. Please email me to schedule a time.

**E-mail:** [jgraves@tourolaw.edu](mailto:jgraves@tourolaw.edu)

**Best way to contact:** Email

**Reply policy:** I will try to respond to emails within 24 hours. If you do not receive a reply to your email within a reasonable period of time, please send it again. Sometimes email is captured by a SPAM filter, is addressed incorrectly, or just simply gets lost.

TECH SUPPORT

For technical support, please contact the Helpdesk at:

**Phone:** 800-472-8899

**Email:** [support@lawstudentonline.com](mailto:support@lawstudentonline.com)

## PART 1: COURSE DETAILS

### COURSE DESCRIPTION

This course is intended to provide comprehensive coverage of the law governing sales of goods—both domestic and international sales. As such, the course includes substantial coverage of Articles 1 and 2 of the Uniform Commercial Code (the UCC) and the United Nations Convention on Contracts for the International Sale of Goods (the CISG), as well as basic conflict of laws principles applicable to international transactions in goods. UCC Article 2 and the CISG are addressed both individually and comparatively to promote a better understanding of each.

### CO-REQUISITE

This course may only be taken in combination with Sales Law—UCC Article 2

### COURSE LEARNING OUTCOMES

Upon completion of this course, students will be able to:

- Identify, interpret and apply the appropriate legal rules governing a contract for the sale of goods, including:
  - A domestic transaction in goods; and
  - An international transaction in goods (i.e., a contract between parties from two different nation states).
- Demonstrate sound and comprehensive knowledge and understanding of the various legal rules governing a contract for the sale of goods, including:
  - Contract formation, modification & defenses to enforcement;
  - The content of the parties' agreement;
  - Performance, breach and introduction to remedies;
  - Damages, limitations and excuse; and
  - Contract assignment and delegation.
- Read and analyze various fact patterns involving transactions in goods to identify legal issues arising under the above rules;
- Apply the above rules to resolve each of the identified issues under governing law;
- Compare and contrast UCC Article 2 and the CISG to provide sound advice to a client in making a prospective decision regarding contractual choice of law.

*A more detailed breakdown of learning outcomes is provided in each individual module.*

## PART 2: MATERIALS AND COURSE REQUIREMENTS

### READINGS

#### REQUIRED TEXT

- The required text will be provided within the online course shell at no additional charge.

#### RECOMMENDED TEXTS & OTHER READINGS

- A supplemental statutory compilation is strongly recommended. While individual statutory provisions are included within the required text, as each is addressed, you will also find a single compilation useful in viewing UCC Articles 1 and 2 and the CISG as a comprehensive whole. One such supplement is: Burton and Eisenberg, Contract Law: Selected Source Materials Annotated (2019 edition). However, any supplement that includes recent versions of Articles 1 and 2, as well as the CISG, will suffice.

#### TECHNOLOGY REQUIREMENTS

Students are expected to meet basic technology requirements to successfully participate in this online course. Failure to meet these requirements may cause problems accessing the course materials. It is the student's responsibility to ensure all requirements are met prior to the start of the course.

- Access to the Internet is required. While any browser can be used, Firefox and Chrome are recommended.
- Access to \*the LMS (D2L). See [Part 3: Accessing the Course](#) for more details.
- You will need the capability to speak and hear so you can watch videos and participate in the live online office hours. Make sure that the device(s) you will be using have a microphone and speakers or that you have access to a headset. A webcam is optional but not required.

#### PART 3: ACCESSING THE COURSE

##### TIME ZONES

Please note that this course is set up to run in Eastern Time zone. Check your syllabus for all assignment deadlines. Modules close on Sundays at 11:59 pm ET.

Eastern	Central	Mountain	Pacific
11:59pm	10:59pm	9:59pm	8:59pm

Daylight Savings Time: Daylight Savings Time (DST) may impact when your assignments are due. As a student in a distance education course, it is your responsibility to learn and observe the time deadlines for assignments. Late work will not be accepted due to time zone differences.

##### COURSE SITE (D2L)

The course will be taught entirely online in an asynchronous environment using the Learning Management System – Desire2Learn (D2L). The course is designed to give students a dynamic online learning experience. Students will receive notice of a student orientation which will familiarize them with the basics of navigating this platform. Students will also receive their log in information (username and password) via email.

To access the course:

- Go to: <https://mycourses.lawonline.me>.

- Enter the username and password you have been provided.
- Locate and click on the course name under *My Courses*.

If you have trouble logging in, please contact the Helpdesk at 800-472-8899

#### OFFICE HOURS VIA ZOOM

Online office hours will be available through Zoom. Students will have the opportunity to speak with the instructor during these office hours. Students can also choose to share their web cam or be given permission to share documents with the instructor via the online rooms.

To join the online office hours, you simply select the Online Room tab on the course navigation bar.

#### PART 4: COURSE SCHEDULE

Any change related to the course schedule will be communicated to the students through an announcement and by modifying this document.

**Discussions:** Original discussions posts are due by 11:59 pm ET on Thursday of the assigned week. All discussion replies are due by 11:59 pm ET on Sunday of the assigned week.

**Assignments:** All assignments are due on Sunday of the assigned week by 11:59 pm ET.

Week	Module	Topics	Assignments
<b>Week 1</b> 5/23-5/31	M01: Introduction to the Law Governing International Sales of Goods	<ul style="list-style-type: none"> <li>• UCC Articles 1 and 2 as Statutory Uniform Law</li> <li>• Scope of Application of Article 2</li> <li>• Supplementation of Article 2 with Article 1</li> <li>• Supplementing Articles 1 &amp; 2 with Common Law</li> <li>• Mixed Transactions and Information</li> <li>• International Transactions and the CISG</li> <li>• Rules of Private International Law (Conflict of Laws Rules) and Scope of Application of the CISG</li> <li>• Opting Out of the CISG under Article 6</li> <li>• Interpretation and Application of the CISG under Article 7</li> </ul>	<ul style="list-style-type: none"> <li>• M01 Discussions               <ul style="list-style-type: none"> <li>○ Initial post due <b>5/28</b></li> <li>○ Response due <b>5/31</b></li> </ul> </li> <li>• M01 Assignment due <b>5/31</b></li> <li>• M01 Quiz due <b>5/31</b></li> </ul>
	M02: Formation, Modification & Defenses to Enforcement	<ul style="list-style-type: none"> <li>• Offers—UCC 2-204 and Common Law Supplementation</li> <li>• Revocation, Rejection and Counteroffers</li> <li>• “Firm Offers” Under UCC 2-205</li> <li>• Basic Acceptance &amp; Notice—UCC 2-206</li> <li>• Key Issues of Timing in Offer &amp; Acceptance</li> <li>• Offers under CISG Article 14</li> <li>• Revocation of Offers under CISG Article 16</li> <li>• Acceptance of an Offer under CISG Article 18</li> </ul>	<ul style="list-style-type: none"> <li>• M02T01 Discussions               <ul style="list-style-type: none"> <li>○ Initial post due <b>5/28</b></li> <li>○ Response due <b>5/31</b></li> </ul> </li> <li>• M02T01 Assignment due <b>5/31</b></li> <li>• M02T01 Quiz due <b>5/31</b></li> </ul>

Week	Module	Topics	Assignments
<b>Week 2</b> 5/30-6/7	M02: Continued	<ul style="list-style-type: none"> <li>• Acceptance Varying from an Offer—UCC 2-207 (aka, battle of forms)</li> <li>• The Battle of Forms Continued (rolling contracts)</li> <li>• Online Contracting</li> <li>• Acceptance Varying from an Offer—CISG Article 19 Applied in Combination with Article 18</li> <li>• A Comparative Analysis of CISG Article 19 and UCC 2-207</li> <li>• An Alternative Suggested Approach to Applying CISG Article 19</li> </ul>	<ul style="list-style-type: none"> <li>• M02T02 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/4</li> <li>○ Response due 6/7</li> </ul> </li> <li>• M02T02 Assignment due 6/7</li> <li>• M02T02 Quiz due 6/7</li> </ul>
	M02: Continued	<ul style="list-style-type: none"> <li>• Modification—UCC 2-209(1)</li> <li>• Duress in the Context of Modification (Comment to UCC 2-209)</li> <li>• Unconscionability under UCC 2-302</li> <li>• The Statute of Frauds as Requiring a Signed Writing or Authenticated Record—UCC 2-201 &amp; 2-209(3)</li> <li>• Modification—CISG Article 29</li> <li>• Article 4 as Generally Deferring to Domestic Laws Governing Defenses</li> <li>• The Lack of Any Form Requirement under Article 11 (i.e., Oral Contracts Are Enforceable), Except as Provided under Article 12</li> </ul>	<ul style="list-style-type: none"> <li>• M02T03 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/4</li> <li>○ Response due 6/7</li> </ul> </li> <li>• M02T03 Assignment due 6/7</li> <li>• M02T03 Quiz due 6/7</li> </ul>
<b>Week 3</b> 6/6-6/14	M03: Content of the Parties' Contract	<ul style="list-style-type: none"> <li>• Basic Contract Interpretation</li> <li>• Merger Clauses</li> <li>• Parol Evidence under UCC 2-202</li> <li>• Evidence of a Course of Dealing or Usage of Trade</li> <li>• Evidence of a Course of Performance</li> <li>• Precluding Oral Modification under UCC 2-209</li> <li>• Basic Contract Interpretation under CISG Article 8</li> <li>• Practices and Usages under CISG Article 9</li> <li>• Subsequent Conduct under CISG Article 8(3) Compared with Course of Performance Evidence under UCC 1-303</li> </ul>	<ul style="list-style-type: none"> <li>• M03T01 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/11</li> <li>○ Response due 6/14</li> </ul> </li> <li>• M03T01 Assignment due 6/14</li> <li>• M03T01 Quiz due 6/14</li> </ul>
	M03: Continued	<ul style="list-style-type: none"> <li>• Default Terms in the Absence of Party Agreement</li> <li>• Express Warranties under UCC 2-313</li> <li>• Implied Warranty Merchantability under UCC 2-314</li> <li>• Implied Warranty Fitness for Purpose under UCC 2-315</li> <li>• Warranty Disclaimers under UCC 2-316</li> <li>• Cumulation and Conflict under UCC 2-317</li> <li>• 3<sup>rd</sup> Party Beneficiaries of Warranties under UCC 2-318</li> <li>• Express Promises under CISG Article 35(1)</li> </ul>	<ul style="list-style-type: none"> <li>• M03T02 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/11</li> <li>○ Response due 6/14</li> </ul> </li> <li>• M03T02 Assignment due 6/14</li> <li>• M03T02 Quiz due 6/14</li> </ul>

Week	Module	Topics	Assignments
		<ul style="list-style-type: none"> <li>Implied Promises under CISG Article 35(2)</li> <li>A Limited Exemption from Implied Promises under CISG Article 35(3)</li> </ul>	
	M03: Continued	<ul style="list-style-type: none"> <li>Good Faith under Articles 1 and 2</li> <li>Open Price Terms under UCC 2-305</li> <li>Output, Requirements &amp; Exclusive Dealings under UCC 2-306</li> <li>Delivery Terms and Passage of Risk under INCOTERMS and Article 2 defaults</li> <li>Warranty and Passage of Title under Article 2</li> <li>Providing a Price When the Parties Do Not under CISG Article 55</li> <li>Other Seller Default and INCOTERMS</li> <li>Other Buyer Default Obligations</li> </ul>	<ul style="list-style-type: none"> <li>M03T03 Discussions <ul style="list-style-type: none"> <li>Initial post due 6/11</li> <li>Response due 6/14</li> </ul> </li> <li>M03T03 Assignment due 6/14</li> <li>M03T03 Quiz due 6/14</li> </ul>
<b>Week 4</b> 6/13-6/21	M04: Performance, Breach, and Introduction to Remedies	<ul style="list-style-type: none"> <li>Basic Conditions of Exchange under UCC 2-507 and 2-509</li> <li>Seller's Basic Obligations</li> <li>Buyer's Basic Obligations</li> <li>Identification of goods and risk of loss rules (with and without breach)</li> <li>Introduction to Seller's right to cancel for Buyer's Breach or Buyer's right to cancel for Seller's Breach</li> <li>Risk of Loss Rules under the CISG and INCOTERMS</li> <li>Introducing the Right to Avoidance under the CISG</li> <li>Two Bases for Avoidance under the CISG— Fundamental Breach or Expiration of Additional Time</li> </ul>	<ul style="list-style-type: none"> <li>M04T01 Discussions <ul style="list-style-type: none"> <li>Initial post due 6/18</li> <li>Response due 6/21</li> </ul> </li> <li>M04T01 Assignment due 6/21</li> <li>M04T01 Quiz due 6/21</li> </ul>
	M04: Continued	<ul style="list-style-type: none"> <li>The (Exceptional) Perfect Tender Rule under UCC 2-601</li> <li>Buyer's Conduct Upon Delivery, and Acceptance of Goods under UCC 2-606</li> <li>Buyer's Obligations to Notify Seller of Breach</li> <li>Buyer's Revocation of Acceptance under UCC 2-608</li> <li>Seller's Right to Cure any Breach</li> <li>Rejection &amp; Cure in Installment Contracts under UCC 2-612</li> <li>Buyer's Obligations to Examine the Goods and Notify Seller of Breach under Articles 38 and 39, and Exemptions under Articles 40 and 44</li> <li>Seller's Right to Cure Any Breach under CISG Articles 37 and 48</li> <li>Part, Early or Excess Performance and Installment Contracts under CISG Articles 51, 52 and 73</li> </ul>	<ul style="list-style-type: none"> <li>M04T02 Discussions <ul style="list-style-type: none"> <li>Initial post due 6/18</li> <li>Response due 6/21</li> </ul> </li> <li>M04T02 Assignment due 6/21</li> <li>M04T02 Quiz due 6/21</li> </ul>

Week	Module	Topics	Assignments
	M04: Continued	<ul style="list-style-type: none"> <li>• Anticipatory Breach under UCC 2-610</li> <li>• Retraction of a Repudiation under UCC 2-611</li> <li>• Requests for Assurances under UCC 2-609</li> <li>• A Basic Choice—Performance or Cancellation</li> <li>• Buyer’s Right to Specific Performance</li> <li>• Anticipatory Breach under CISG Articles 71, 72 and 73</li> <li>• A Basic Choice—Performance or Avoidance</li> <li>• Buyer’s Right to Performance under Article 46, as limited by Article 28</li> </ul>	<ul style="list-style-type: none"> <li>• M04T03 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/18</li> <li>○ Response due 6/21</li> </ul> </li> <li>• M04T03 Assignment due 6/21</li> <li>• M04T03 Quiz due 6/21</li> </ul>
<b>Week 5</b> 6/20-6/28	M05: Damages and Excuse	<ul style="list-style-type: none"> <li>• Buyer’s Basic Remedies under UCC 2-711</li> <li>• Buyer’s Right Cover and Claim Damages under UCC 2-712</li> <li>• Buyer’s Damages without Cover under 2-713</li> <li>• Buyer’s Incidental Damages under UCC 2-715(1)</li> <li>• Buyer’s Consequential Damages under UCC 2-715(2)</li> <li>• Buyer’s Damages for Accepted Goods under UCC 2-714</li> <li>• Buyer’s Basic Remedies under CISG Article 45, including Damages under Article 74 or Price Reduction under Article 50</li> <li>• Buyer’s Damages under Articles 75 and 76 when the Contract is Avoided</li> <li>• Buyer’s Duty to Mitigate under Article 77 and right to Interest under Article 78</li> </ul>	<ul style="list-style-type: none"> <li>• M05T01 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/25</li> <li>○ Response due 6/28</li> </ul> </li> <li>• M05T01 Assignment due 6/28</li> <li>• M05T01 Quiz due 6/28</li> </ul>
	M05: Continued	<ul style="list-style-type: none"> <li>• Seller’s Basic Remedies under UCC 2-703</li> <li>• Seller’s Action for the Price under UCC 2-709</li> <li>• Seller’s Damages upon Resale under UCC 2-706</li> <li>• Seller’s Damages without Resale under UCC 2-708(1)</li> <li>• Seller’s Claim for Lost Profits under UCC 2-708(2)</li> <li>• Seller’s Incidental Damages under UCC 2-710</li> <li>• Seller’s Basic Remedies under CISG Article 16, including Damages under Article 74 or Price Reduction under Article 50</li> <li>• Seller’s Damages under Articles 75 and 76 when the Contract is Avoided</li> <li>• Seller’s Duty to Mitigate under Article 77 and right to Interest under Article 78</li> </ul>	<ul style="list-style-type: none"> <li>• M05T02 Discussions <ul style="list-style-type: none"> <li>○ Initial post due 6/25</li> <li>○ Response due 6/28</li> </ul> </li> <li>• M05T02 Assignment due 6/28</li> <li>• M05T02 Quiz due 6/28</li> </ul>

Week	Module	Topics	Assignments
<b>Week 6</b> 6/27-7/5	M05: Continued	<ul style="list-style-type: none"> <li>Liquidated Damages under UCC 2-718</li> <li>Limitations on Remedies under UCC 2-719</li> <li>Period of limitations under UCC 2-725</li> <li>Allocation of Risks and Reallocation by Contract</li> <li>Impossibility under UCC 2-613 &amp; Impracticability under 2-615</li> <li>Common Law Frustration of Purpose Distinguished</li> <li>Agreements for Fixed Sums in the Event of Specified Breaches of International Contracts</li> <li>Impediments to Performance as Excusing Damages under Article 79</li> <li>Excuse or Other Defenses Based on Changed or Unexpected Circumstances Beyond Article 79</li> </ul>	<ul style="list-style-type: none"> <li>M05T03 Discussions <ul style="list-style-type: none"> <li>Initial post due 7/2</li> <li>Response due 7/5</li> </ul> </li> <li>M05T03 Assignment due 7/5</li> <li>M05T03 Quiz due 7/5</li> </ul>
	M06: Filling External Gaps and the Future of the CISG	<ul style="list-style-type: none"> <li>Introduction to 3<sup>rd</sup> party Rights and Obligations, Generally</li> <li>Delegation of Contract Duties</li> <li>Assignment of Contract Rights, Generally</li> <li>Assignment of a Right to Payment</li> <li>Assignment of a Contract</li> <li>Assignment and Delegation as Grounds for Insecurity</li> <li>A Traditional View of the Difference between External and Internal Gaps and the Manner in Which Each is Filled</li> <li>Alternative Approaches to Filling External Gaps in the CISG</li> <li>The Future of the CISG in the USA</li> </ul>	<ul style="list-style-type: none"> <li>M06 Discussions <ul style="list-style-type: none"> <li>Initial post due 7/2</li> <li>Response due 7/5</li> </ul> </li> <li>M06 Assignment due 7/5</li> <li>M06 Quiz due 7/5</li> </ul>
<b>FINAL EXAM</b>	July 6 – July 10.		

## PART 5: COURSESTRUCTURE

### OVERVIEW

The course is organized around a weekly schedule that will begin each Saturday 12:00 AM ET and end the following Sunday 11:59 PM ET. All activities (e.g. discussions, assignments, and quizzes) for a given week will normally be due at the end of the weekly period unless otherwise indicated.

### CONTENT DELIVERY

#### READINGS

Students will read approximately 30 to 40 pages per week of materials describing the various practical and legal issues likely to arise in a sale of goods transaction, identifying and explaining



the applicable statutory provisions (or other potentially relevant material), providing contextual examples and cases, and concluding with problems intended to provide opportunities for students to apply and further develop their knowledge of the material covered in the text preceding them. All such readings will be included within the course shell at no additional cost.

#### VIDEO LECTURES

Each video lecture will further address specific material covered in the reading. Videos are typically about 5 to 10 minutes in length and cover a discrete subject in a manner intended to enhance and clarify a student's understanding of the subject matter after having read the companion text (videos are most useful when viewed after completing the related assigned reading). Videos are also labeled and organized for easy later reference, if needed.

#### ACTIVITIES

##### WEEKLY DISCUSSION BOARDS

Each weekly assignment includes one or more discussion board questions. Each question requires an original response by each student and at least one comment on a classmate response to each question.

##### WEEKLY ASSIGNED PROBLEMS

The reading material for each week includes one or more problems. Students are expected to write out and submit answers to each of the problems, after which students will be provided with model answers for purposes of self-assessment.

##### WEEKLY QUIZZES

At the end of each week, students will complete a 9-question quiz intended to assess students' understanding of the material covered during the week and their ability to apply it to novel factual circumstances.

### PART 6: STUDENT RESPONSIBILITIES

#### MANAGING YOUR STUDIES

The following attributes will greatly contribute to your success in this course.

- *Be self-motivated.* You should be able to manage and direct your own learning environment and methods to fulfill course requirements and achieve individual academic success.
- *Be an independent learner.* Successful online students are self-starters. They work well with the flexibility that the 24/7, any time-any place format provides. You should be able to learn on your own and at an accelerated pace without direct supervision.
- *Have a minimum level of computer literacy.* Although it is not essential to have advanced computer skills, you should possess a working knowledge of email and the Internet, as well as basic keyboarding skills.

- *Manage your time well.* You must be able to organize and plan your own best "time to learn." There is no one best time for everyone, but the key to success is to make the time to learn.
- *Acquire effective communication skills.* You must use email and discussions to communicate with your peers and me. The ability to read and to write clearly in order to communicate ideas and assignments is essential. Also, sharing reflections—of your own work as well as your course mates’—is a crucial component of a successful experience. This method provides you with rapid feedback and me with information about any concerns or problems you may have.
- *Be personally committed to successfully completing this online course.* Because of the flexibility in scheduling in this course, you must have a strong desire to learn and acquire knowledge and skills via online courses. Making a commitment to learn in this manner is a very personal decision. You need to be motivated to perform if you want to achieve academic success.

#### RESPECTING THE ACADEMIC COMMUNITY

Netiquette consists of the rules and guidelines for acceptable behavior in electronic communication. Remember, while working in an online course you are in an academic setting and should conduct yourself accordingly.

All students are expected to follow netiquette guidelines as outlined below:

- You are not text messaging friends. This means text message acronyms (such as LOL, IMHO, BCNU, etc.) are not acceptable. Express yourself with proper spelling, grammar, and punctuation.
- Out of respect for your fellow course mates’ and instructor’s time, keep your communications as clear, straightforward, and concise as possible.
- Use appropriate mixed case text; avoid using all lowercase or all uppercase text (SHOUTING).
- You are your words. Your communication in an online course represents you. Always review and edit your communication before submitting.
- Give respect to your classmates. Be courteous, respectful of others’ opinions, sensitive to diversity, and polite.
- Respect other people's privacy. Do not share another individual’s personal information (i.e., e-mail addresses, phone numbers, etc.) without permission.
- It’s okay to disagree with someone's opinion or constructively criticize an idea. It is never okay to personally attack another student. Debate the idea; do not attack the person.
- Free speech is not an absolute right in an online course.
- Obey copyright laws and cite others' work appropriately.

## INSTRUCTOR EXPECTATIONS OF STUDENTS

- Students are expected to keep up with the class, read the required readings, watch the required recordings, and submit assignments and activities by Sunday at 11:59 p.m. ET of the week the topic is covered.
- Students should log on to D2L at least every other day to check for announcements and discussion questions.
- Students are expected to complete all activities, assignments, and the final project independently and on time.
- Students are expected to read the required readings prior to reviewing each session's lectures and to complete the assignments. Students are encouraged to complete any supplemental reading.
- To receive maximum points for assigned work, students need to follow the instructions carefully, follow word limits as instructed, and use Spell Check. There will be deductions if these guidelines are not followed.

## PART 7: GRADES AND GRADING POLICIES

### GRADED COURSE ACTIVITIES

The following formula will be used to calculate your final grade:

- Weekly Quizzes: 50% of Final Grade (based on cumulative points scored in all quizzes)
- Final Exam: 50% of Final Grade. Your final exam will be proctored through an automated online service that verifies your identity and records you taking your exam through your webcam. As your Final Exam approaches, additional details related to the Final Exam itself and exam administration will be available in the Final Exam Information Module.
- Discussion Board participation and Assigned Problem submissions are not scored as such but must be completed. A failure to make good faith submissions with respect to either will negatively affect a student's final grade.

### GRADING SCALE

Your grade will conform to your school's grading policy as to whether +s and -s are given and to any applicable grading curve.

### GRADING POLICIES

Students are expected to submit assignments on time. I strictly enforce time limits and deadlines on quizzes and exams (and penalize late submissions if allowed at all) absent an arrangement in advance to complete an assessment late under extraordinary circumstances. I also expect you to be timely in completing other non-graded assignments but will not penalize the occasional late submission of these exercises (however, I will penalize habitually late assignments).

Deductions will occur when directions are not followed.

## PART 8: OTHER COURSE POLICIES

See school policies on matters of Academic Integrity and Student Conduct. Matters involving integrity or Honor Code issues will be transmitted to school administration.

### ATTENDANCE

This course is delivered asynchronously to accommodate students' other life obligations. Students must access each lecture for an appropriate amount of time, participate substantively in the Discussions, complete the Quizzes and Assignments, and complete the Final Research Report by set due dates. Students' attendance responsibilities follow school policy. Any questions will be referred to school's administration.

### SPECIAL ACCOMMODATIONS

Contact school about requests for special accommodations and ask that they send granted accommodations to [support@lawstudentonline.com](mailto:support@lawstudentonline.com).

## PART 9: COURSE TOPICS

Topics that will be covered in this course include:

#### M01: Introduction to the Law Governing Sales of Goods

- Introduction to UCC Articles 1 and 2 and the CISG
- Introduction to Conflict of Laws (aka the Rules of Private Int'l Law) Applicable to Contracts

#### M02: Formation, Modification and Defenses to Enforcement

- Basic Formation
- Battle of Forms & Online Contracting
- Contract Modification & Contract Defenses

#### M03: Content of the Parties' Contract

- Content of the Contract Based on the Parties' Actual Intent
- Supplementing the Parties' Intent with Default Contract Terms
- Supplementing the Parties' Intent with More Default (or Required) Terms

#### M04: Performance, Breach, and Introduction to Remedies

- Conditions of the Parties' Obligations, the Effect of Breach, and Risk of Loss Rules
- Breach, Inspection, Cure & Cancellation
- Anticipatory Non-Performance and a Basic Remedial Choice

#### M05: Damages, Limitations and Excuse

- Buyer's Damages for Seller's Breach
- Seller's Damages for Buyer's Breach
- Liquidation, Limitations and Exemptions based on Excuse

#### M06: Assignment and Delegation under UCC Article 2 and Final Thoughts on the CISG

- Assignment of Rights and Delegation of Duties under Domestic Law
- Filling External Gaps in the CISG
- The Future of the CISG in the United States