**UCC: Buyer's Remedies**

Has Buyer ever received goods?
- Yes → Did buyer “accept” the goods after receiving them?
  - Yes → Has buyer properly revoked the acceptance?
    - Yes → Are the goods defective?
      - Yes → Buyer is entitled to damages appropriate for a buyer who has accepted goods. Damages include “the loss resulting in the ordinary course...as determined in any manner which is reasonable.”
        - See UCC §2-714(1)
      - No → Buyer is entitled to damages appropriate for one who never received the goods.
    - No → Buyer is not entitled to any remedy for non-conforming goods.
      - See UCC §2-607(3)(a)
      - Buyer must notify seller promptly of breach or be barred from all remedy.
  - No → Did buyer give seller prompt notice of the defect?
    - Yes → Buyer is entitled to damages appropriate for a buyer who has accepted goods. Damages include “the loss resulting in the ordinary course...as determined in any manner which is reasonable.”
      - See UCC §2-714(1)
    - No → Buyer may also collect incidental and consequential damages where appropriate (e.g. damages for delay, or for seller’s failure to repair.)

Was Seller’s failure to deliver a breach of the K?
- No → No Damages are recoverable
- Yes → Did Buyer properly reject the goods?
  - No → Buyer is entitled to damages appropriate for one who never received the goods.
  - Yes → Buyer is not entitled to any remedy for non-conforming goods.
    - See UCC §2-607(3)(a)
    - Buyer must notify seller promptly of breach or be barred from all remedy.

Did buyer COVER (buy substitute goods)?
- No → Buyer can collect the difference between the K price and the cost of cover.
  - See UCC §2-712(1)
  - Note that a buyer who actually covers probably cannot elect to receive the “K price minus market price” measure of damages.
- Yes → Buyer can collect the difference between the K price and the market price at the time the buyer learned of the breach.
  - See UCC §2-713(1)

Add incidental\(^1\) and consequential\(^2\) damages if appropriate, then subtract expenses saved as a result of Seller’s breach.
- \(^1\) See UCC §2-715(1)
- \(^2\) See UCC §2-715(2)
These can include profits Buyer could have made by reselling the goods. Consequential damages must be proved with reasonable certainty, and their occurrence must have been reasonably foreseeable to one in the seller’s position.

If the goods are "unique," buyer may be entitled to specific performance.
- See UCC §2-716(1)
  - SP is rare in sale of goods cases, but will be granted where goods are unique or other proper circumstance.