

## UCC § 2-207

Is there **definite and seasonable acceptance** or **written confirmation** within a **reasonable time**? → NO →

↓

YES

↓

Are there **additional [or different]** terms? → NO →

↓

YES

↓

Is acceptance **expressly** made conditional on assent to the additional or different terms? → YES →

↓

NO

Is this a transaction **between merchants**? → NO →  
UCC §2-104(3)

↓

YES

↓

Additional terms part of contract **unless**

- **offer expressly limits acceptance** to terms of offer

- additional terms **materially alter** the contract

- **notification of objection** to additional terms

(already given or given within reasonable time after notice)

NO CONTRACT

**But** ? UCC § 2-207(3) (*Cf.* Dorton v Collins & Aikman)

CONTRACT ON TERMS OF THE OFFER

COUNTER-OFFER - OFFEROR CAN AGREE/NOT

**But** NB conduct under UCC § 2-207(3) (*Itoh v Jordan*)

ADDITIONAL TERMS PROPOSALS FOR ADDITION TO THE CONTRACT - OFFEROR CAN AGREE/NOT

Question: what about different terms?

(Northrop v Litronic)

