

## 13.4: Performance

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A seller is expected to deliver what the buyer ordered. **Conforming goods** meet contractual specifications and satisfy performance requirements. **Non-conforming goods** are goods that fail to meet contractual specifications, allowing the buyer to reject the goods or to revoke acceptance.

A buyer has the right to inspect the goods before paying or accepting them. A buyer may also reject non-conforming goods by notifying the seller within a reasonable time.

If a buyer rejects the goods, the seller has the **right to cure**, which is the right to deliver conforming goods before the contract deadline. The UCC also allows the right to cure after the contract deadline in some situations. If the seller delivers conforming goods, then it is entitled to full payment under the contract.

If the seller breaches the contract, the buyer is entitled to cover. **Cover** is obtaining reasonable substitute goods because another party failed to perform under a contract. If the seller obtains reasonable substitute goods, the seller is entitled to the difference between the contract price and its cover price, plus incidental and consequential damages, minus expenses saved.

If the buyer breaches the contract, the seller may refuse to deliver the goods. If a buyer refuses to accept or pay for goods without justification, the seller may resell them to another party. When the resale is commercially reasonable, the seller may recover the difference between the resale price and the contract price, plus incidental damages, minus expenses saved.

If the buyer has accepted the goods and refuses to pay, or if the goods are conforming but resale is impossible, the seller may sue the buyer for the contract price. This is common when the buyer orders goods with unique specifications.

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