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Date

Essay# 1

**Introduction**

The United States of America, has about two sources of law that are used as the primary basis for governing contracts. These two sources are known as Uniform commercial code and the common law. The Uniform Commercial Code is formed of two basis of rule, one set of rules is for everyone and the other only looks at the rules for the merchants. However, there are certain differences in between the applicability of legal principles on a Texas contract under the Uniform Commercial Code and a Texas contract that does not work under the Uniform Commercial Code. The differences in between these two types of contracts are discussed in detail in this essay.

**Discussion**

Primarily the Texas contracts that operate under Uniform Commercial Code only the quantity of the work needs to be mentioned within the contract. However, the contracts that do not operate or are not subject to the Uniform Commercial Code will include several more things such as nature of work, quantity, performance and the offer. Furthermore, the offers made under the article 2 of Uniform Commercial Code are non-revocable and this is established without any sort of consideration. Another difference between a Texas contract under the Uniform Commercial Code and one without it is that without a stated price, a contract can still be definite operating under the Uniform Commercial Code. However, a Texas contract not subject to the Uniform Commercial Code will have the requirement of price if it has to be definite.

Within a Texas contract subject to Uniform Commercial Code needs to have express warranties. These warranties are based on the promises or representation, then the presence of warranty of the fitness during the time the expertise of the seller is relied upon. Within contracts that are based on the Uniform Commercial Code, buyers can ask for performance listed in the contract. Also, there is no consideration of good faith and modifications related to it under the Uniform Commercial Code. If a Texas contract under Uniform Commercial Code is repudiated by the seller there is eligibility on the part of the buyer for damages. These damages would be calculated as the difference between the market price and the contract price and also including incidentals.

If an offer made in a Texas contract under the Uniform Commercial Code, the offer made is irrevocable as it has been done in writing. Furthermore, the statute of limitation on a Uniform Commercial Code based contract is around four years. However, any Texas contract that is not under Uniform Commercial Code has around four to six years in the statue of limitations. A Texas contact under Uniform Commercial Code can only be dissolved or discharged if there is any occurrence of impracticability. On the other hand, the discharge of contracts not under Uniform Commercial Code can only occur if one of the invested parties dies or if the destruction of the subject matter has occurred. Moreover, Uniform Commercial Code does not require the privity of the contract in order to sue. Lastly, there is more leniency in Uniform Commercial Code regarding acceptance of contract.

**Conclusion**

A Texas contract under Uniform Commercial Code is quite different from its counterpart that is not subject to the Uniform Commercial Code. The Article 2 of the Uniform Commercial Code provides a detailed variety of legal principles that are applicable on contracts from states such as Texas. The differences between the Texas contracts coming under Uniform Commercial Code and the ones that are insurmountable. The differences above in the essay clearly shine a light on the nature of Texas contracts under the Uniform Commercial Code.