1, §554,2206

554.2206 Offer and acceptance in formation of contract.

- 1. Unless otherwise unambiguously indicated by the language or circumstances
- a. an offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances;
- b. an order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or nonconforming goods, but such a shipment of nonconforming goods does not constitute an acceptance if the seller seasonably notifies the buyer that the shipment is offered only as an accommodation to the buyer.
- 2. Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance.

[C24, 27, 31, 35, 39, \$9930, 9932; C46, 50, 54, 58, 62, \$554.1, 554.3; C66, 71, 73, 75, 77, 79, 81, \$554.2206]