

2—202. *Final Written Expression: Parole or Extrinsic Evidence.*

*Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented*

*(a) by course of dealing or usage of trade (Section 1—205) or by course of performance (Section 2—208); and*

*(b) by evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement.*

2—203. *Seals Inoperative.*

*The affixing of a seal to a writing evidencing a contract for sale or an offer to buy or sell goods does not constitute the writing a sealed instrument and the law with respect to sealed instruments does not apply to such a contract or offer.*

2—204. *Formation in General.*

*(1) A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract.*

*(2) An agreement sufficient to constitute a contract for sale may be found even though the moment of its making is undetermined.*

*(3) Even though one or more terms are left open a contract for sale does not fail for indefiniteness if the parties have intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy.*

2—205. *Firm Offers.*

*An offer by a merchant to buy or sell goods in a signed writing which by its terms gives assurance that it will be held open is not revocable, for lack of consideration, during the time stated or if no time is stated for a reasonable time, but in no event may such period of irrevocability exceed three months; but any such term of assurance on a form supplied by the offeree must be separately signed by the offeror.*

2—206. *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 non-conforming goods, but such a shipment of non-conforming goods does not constitute an acceptance if the seller seasonably noti-*