

*his suit or settlement is, subject to his own interest, as a fiduciary for the other party to the contract;*

*(c) either party may with the consent of the other sue for the benefit of whom it may concern.*

*2—723. Proof of Market Price: Time and Place.*

*(1) If an action based on anticipatory repudiation comes to trial before the time for performance with respect to some or all of the goods, any damages based on market price (Section 2—708 or Section 2—713) shall be determined according to the price of such goods prevailing at the time when the aggrieved party learned of the repudiation.*

*(2) If evidence of a price prevailing at the times or places described in this Sub-title is not readily available the price prevailing within any reasonable time before or after the time described or at any other place which in commercial judgment or under usage of trade would serve as a reasonable substitute for the one described may be used, making any proper allowance for the cost of transporting the goods to or from such other place.*

*(3) Evidence of a relevant price prevailing at a time or place other than the one described in this Sub-title offered by one party is not admissible unless and until he has given the other party such notice as the court finds sufficient to prevent unfair surprise.*

*2—724. Admissibility of Market Quotations.*

*Whenever the prevailing price or value of any goods regularly bought and sold in any established commodity market is in issue, reports in official publications or trade journals or in newspapers or periodicals of general circulation published as the reports of such market shall be admissible in evidence. The circumstances of the preparation of such a report may be shown to affect its weight but not its admissibility.*

*2—725. Statute of Limitations in Contracts for Sale.*

*(1) An action for breach of any contract for sale must be commenced within four years after the cause of action has accrued. By the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it.*

*(2) A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. A breach of warranty occurs when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance the cause of action accrues when the breach is or should have been discovered.*

*(3) Where an action commenced within the time limited by subsection (1) is so terminated as to leave available a remedy by another action for the same breach such other action may be commenced after the expiration of the time limited and within six months after the termination of the first action unless the termination resulted from voluntary discontinuance or from dismissal for failure or neglect to prosecute.*