

3—409. *Draft Not an Assignment.*

(1) *A check or other draft does not of itself operate as an assignment of any funds in the hands of the drawee available for its payment, and the drawee is not liable on the instrument until he accepts it.*

(2) *Nothing in this section shall affect any liability in contract, tort or otherwise arising from any letter of credit or other obligation or representation which is not an acceptance.*

3—410. *Definition and Operation of Acceptance.*

(1) *Acceptance is the drawee's signed engagement to honor the draft as presented. It must be written on the draft, and may consist of his signature alone. It becomes operative when completed by delivery or notification.*

(2) *A draft may be accepted although it has not been signed by the drawer or is otherwise incomplete or is overdue or has been dishonored.*

(3) *Where the draft is payable at a fixed period after sight and the acceptor fails to date his acceptance the holder may complete it by supplying a date in good faith.*

3—411. *Certification of a Check.*

(1) *Certification of a check is acceptance. Where a holder procures certification the drawer and all prior indorsers are discharged.*

(2) *Unless otherwise agreed a bank has no obligation to certify a check.*

(3) *A bank may certify a check before returning it for lack of proper indorsement. If it does so the drawer is discharged.*

3—412. *Acceptance Varying Draft.*

(1) *Where the drawee's proffered acceptance in any manner varies the draft as presented the holder may refuse the acceptance and treat the draft as dishonored in which case the drawee is entitled to have his acceptance cancelled.*

(2) *The terms of the draft are not varied by an acceptance to pay at any particular bank or place in the United States, unless the acceptance states that the draft is to be paid only at such bank or place.*

(3) *Where the holder assents to an acceptance varying the terms of the draft each drawer and indorser who does not affirmatively assent is discharged.*

3—413. *Contract of Maker, Drawer and Acceptor.*

(1) *The maker or acceptor engages that he will pay the instrument according to its tenor at the time of his engagement or as completed pursuant to Section 3—115 on incomplete instruments.*

(2) *The drawer engages that upon dishonor of the draft and any necessary notice of dishonor or protest he will pay the amount of the draft to the holder or to any indorser who takes it up. The drawer may disclaim this liability by drawing without recourse.*