

(B) A DRAFT MAY BE ACCEPTED ALTHOUGH IT HAS NOT BEEN SIGNED BY THE DRAWER, IS OTHERWISE INCOMPLETE, IS OVERDUE, OR HAS BEEN DISHONORED.

(C) IF A DRAFT IS PAYABLE AT A FIXED PERIOD AFTER SIGHT AND THE ACCEPTOR FAILS TO DATE THE ACCEPTANCE, THE HOLDER MAY COMPLETE THE ACCEPTANCE BY SUPPLYING A DATE IN GOOD FAITH.

(D) "CERTIFIED CHECK" MEANS A CHECK ACCEPTED BY THE BANK ON WHICH IT IS DRAWN. ACCEPTANCE MAY BE MADE AS STATED IN SUBSECTION (A) OR BY A WRITING ON THE CHECK WHICH INDICATES THAT THE CHECK IS CERTIFIED. THE DRAWEE OF A CHECK HAS NO OBLIGATION TO CERTIFY THE CHECK, AND REFUSAL TO CERTIFY IS NOT DISHONOR OF THE CHECK.

3-410.

(A) IF THE TERMS OF A DRAWEE'S ACCEPTANCE VARY FROM THE TERMS OF THE DRAFT AS PRESENTED, THE HOLDER MAY REFUSE THE ACCEPTANCE AND TREAT THE DRAFT AS DISHONORED. IN THAT CASE, THE DRAWEE MAY CANCEL THE ACCEPTANCE.

(B) THE TERMS OF A DRAFT ARE NOT VARIED BY AN ACCEPTANCE TO PAY AT A PARTICULAR BANK OR PLACE IN THE UNITED STATES, UNLESS THE ACCEPTANCE STATES THAT THE DRAFT IS TO BE PAID ONLY AT THAT BANK OR PLACE.

(C) IF THE HOLDER ASSENTS TO AN ACCEPTANCE VARYING THE TERMS OF A DRAFT, THE OBLIGATION OF EACH DRAWER AND INDORSER THAT DOES NOT EXPRESSLY ASSENT TO THE ACCEPTANCE IS DISCHARGED.

3-411.

(A) IN THIS SECTION, "OBLIGATED BANK" MEANS THE ACCEPTOR OF A CERTIFIED CHECK OR THE ISSUER OF A CASHIER'S CHECK OR TELLER'S CHECK BOUGHT FROM THE ISSUER.

(B) IF THE OBLIGATED BANK WRONGFULLY (I) REFUSES TO PAY A CASHIER'S CHECK OR CERTIFIED CHECK, (II) STOPS PAYMENT OF A TELLER'S CHECK, OR (III) REFUSES TO PAY A DISHONORED TELLER'S CHECK, THE PERSON ASSERTING THE RIGHT TO ENFORCE THE CHECK IS ENTITLED TO COMPENSATION FOR EXPENSES AND LOSS OF INTEREST RESULTING FROM THE NONPAYMENT AND MAY RECOVER CONSEQUENTIAL DAMAGES IF THE OBLIGATED BANK REFUSES TO PAY AFTER RECEIVING NOTICE OF PARTICULAR CIRCUMSTANCES GIVING RISE TO THE DAMAGES.

(C) EXPENSES OR CONSEQUENTIAL DAMAGES UNDER SUBSECTION (B) ARE NOT RECOVERABLE IF THE REFUSAL OF THE OBLIGATED BANK TO PAY OCCURS BECAUSE (I) THE BANK SUSPENDS PAYMENTS, (II) THE OBLIGATED BANK ASSERTS A CLAIM OR DEFENSE OF THE BANK THAT IT HAS REASONABLE GROUNDS TO BELIEVE IS AVAILABLE AGAINST THE PERSON ENTITLED TO ENFORCE THE INSTRUMENT, (III) THE OBLIGATED BANK HAS A REASONABLE DOUBT WHETHER THE PERSON