

2-512.

(1) Where the contract requires payment before inspection nonconformity of the goods does not excuse the buyer from so making payment unless

(a) The nonconformity appears without inspection; or

(b) Despite tender of the required documents the circumstances would justify injunction against honor under the provisions of Titles 1 through 10 of this article [ (§ 5-114)] (§ 5-109(B)).

(2) Payment pursuant to subsection (1) does not constitute an acceptance of goods or impair the buyer's right to inspect or any of his remedies.

9-103.

(1) (a) This subsection applies to documents [and], instruments, RIGHTS TO PROCEEDS OF WRITTEN LETTERS OF CREDIT, and [to] goods other than those covered by a certificate of title described in subsection (2), mobile goods described in subsection (3), and minerals described in subsection (5).

9-104.

This title does not apply

(l) To a transfer of an interest in any deposit account (subsection (1) of § 9-105), except as provided with respect to proceeds (§ 9-306) and priorities in proceeds (§ 9-312)[.]; OR

(M) TO A TRANSFER OF AN INTEREST IN A LETTER OF CREDIT OTHER THAN THE RIGHTS TO PROCEEDS OF A WRITTEN LETTER OF CREDIT.

9-105.

(3) The following definitions in other titles apply to this title.

"Broker." § 8-102.

"Certificated Security." § 8-102.

"Check." § 3-104.

"Clearing corporation." § 8-102.

"Contract for sale." § 2-106.

"Control." § 8-106.

"Delivery." § 8-301.

"Entitlement holder." § 8-102.

"Financial asset." § 8-102.

"Holder in due course." § 3-302.

"LETTERS OF CREDIT." § 5-102.