

(A) IN THE CASE OF GOODS BOUGHT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE SELLER REPUDIATES OR FAILS TO DELIVER AS REQUIRED BY THE CONTRACT; OR

(B) IN OTHER CASES, the seller becomes insolvent within ten days after a receipt of the first installment on their price.

(2) THE BUYER'S RIGHT TO RECOVER THE GOODS UNDER SUBSECTION (1)(A) VESTS UPON ACQUISITION OF A SPECIAL PROPERTY, EVEN IF THE SELLER HAD NOT THEN REPUDIATED OR FAILED TO DELIVER.

[(2)] (3) If the identification creating his special property has been made by the buyer he acquires the right to recover the goods only if they conform to the contract for sale.

2-716.

(1) Specific performance may be decreed where the goods are unique or in other proper circumstances.

(2) The decree for specific performance may include such terms and conditions as to payment of the price, damages, or other relief as the court may deem just.

(3) The buyer has a right of replevin for goods identified to the contract if after reasonable effort he is unable to effect cover for such goods or the circumstances reasonably indicate that such effort will be unavailing, or if the goods have been shipped under reservation and satisfaction of the security interest in them has been made or tendered. IN THE CASE OF GOODS BOUGHT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE BUYER'S RIGHT OF REPLEVIN VESTS UPON ACQUISITION OF A SPECIAL PROPERTY, EVEN IF THE SELLER HAD NOT THEN REPUDIATED OR FAILED TO DELIVER.

2A-103.

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

"Between merchants." § 2-104(3).

"Buyer." § 2-103(1)(a).

"Consumer goods." § [9-109(1)] 9-102(A)(23).

"Entrusting." § 2-403(3).

"Good faith." § 2-103(1)(b).

"Merchant." § 2-104(1).

"Receipt." § 2-103(1)(c).

"Sale." § 2-106(1).

"Sale on approval." § 2-326.

"Sale or return." § 2-326.