

(D) IF PAYMENT IS DUE AND DEMANDED ON DELIVERY OF A COPY OR ON DELIVERY OF A DOCUMENT OF TITLE, THE RIGHT OF THE PARTY RECEIVING TENDER TO RETAIN OR DISPOSE OF THE COPY OR DOCUMENT, AS AGAINST THE TENDERING PARTY, IS CONDITIONED ON MAKING THE PAYMENT DUE.

21-608. COPY: RIGHT TO INSPECT; PAYMENT BEFORE INSPECTION.

(A) EXCEPT AS OTHERWISE PROVIDED IN §§ 21-603 AND 21-604 OF THIS SUBTITLE, IF PERFORMANCE REQUIRES DELIVERY OF A COPY, THE FOLLOWING RULES APPLY:

(1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE PARTY RECEIVING THE COPY HAS A RIGHT BEFORE PAYMENT OR ACCEPTANCE TO INSPECT THE COPY AT A REASONABLE PLACE AND TIME AND IN A REASONABLE MANNER TO DETERMINE CONFORMANCE TO THE CONTRACT.

(2) THE PARTY MAKING THE INSPECTION SHALL BEAR THE EXPENSES OF INSPECTION.

(3) A PLACE OR METHOD OF INSPECTION OR AN ACCEPTANCE STANDARD FIXED BY THE PARTIES IS PRESUMED TO BE EXCLUSIVE. HOWEVER, THE FIXING OF A PLACE, METHOD, OR STANDARD DOES NOT POSTPONE IDENTIFICATION TO THE CONTRACT OR SHIFT THE PLACE FOR DELIVERY, PASSAGE OF TITLE, OR RISK OF LOSS. IF COMPLIANCE WITH THE PLACE OR METHOD BECOMES IMPOSSIBLE, INSPECTION MUST BE MADE AS PROVIDED IN THIS SECTION UNLESS THE PLACE OR METHOD FIXED BY THE PARTIES WAS AN INDISPENSABLE CONDITION THE FAILURE OF WHICH AVOIDS THE CONTRACT.

(4) A PARTY'S RIGHT TO INSPECT IS SUBJECT TO EXISTING OBLIGATIONS OF CONFIDENTIALITY.

(B) IF A RIGHT TO INSPECT EXISTS UNDER SUBSECTION (A) OF THIS SECTION BUT THE AGREEMENT IS INCONSISTENT WITH AN OPPORTUNITY TO INSPECT BEFORE PAYMENT, THE PARTY DOES NOT HAVE A RIGHT TO INSPECT BEFORE PAYMENT.

(C) IF A CONTRACT REQUIRES PAYMENT BEFORE INSPECTION OF A COPY, NONCONFORMITY IN THE TENDER DOES NOT EXCUSE THE PARTY RECEIVING THE TENDER FROM MAKING PAYMENT UNLESS:

(1) THE NONCONFORMITY APPEARS WITHOUT INSPECTION AND WOULD JUSTIFY REFUSAL UNDER § 21-704 OF THIS TITLE; OR

(2) DESPITE TENDER OF THE REQUIRED DOCUMENTS, THE CIRCUMSTANCES WOULD JUSTIFY AN INJUNCTION AGAINST HONOR OF A LETTER OF CREDIT UNDER TITLE 5 OF THIS ARTICLE.

(D) PAYMENT MADE UNDER CIRCUMSTANCES DESCRIBED IN SUBSECTION (B) OR (C) OF THIS SECTION IS NOT AN ACCEPTANCE OF THE COPY AND DOES NOT IMPAIR A PARTY'S RIGHT TO INSPECT OR PRECLUDE ANY OF THE PARTY'S REMEDIES.