

(B) IF THE RESPONSE CONSISTS OF BEGINNING PERFORMANCE, FULL PERFORMANCE, OR GIVING ACCESS TO INFORMATION, WHEN THE PERFORMANCE IS RECEIVED OR THE ACCESS IS ENABLED AND NECESSARY ACCESS MATERIALS ARE RECEIVED.

21-204. ACCEPTANCE WITH VARYING TERMS.

(A) IN THIS SECTION, AN ACCEPTANCE MATERIALLY ALTERS AN OFFER IF IT CONTAINS A TERM THAT MATERIALLY CONFLICTS WITH OR VARIES A TERM OF THE OFFER OR THAT ADDS A MATERIAL TERM NOT CONTAINED IN THE OFFER.

(B) EXCEPT AS OTHERWISE PROVIDED IN § 21-205 OF THIS SUBTITLE, A DEFINITE AND SEASONABLE EXPRESSION OF ACCEPTANCE OPERATES AS AN ACCEPTANCE, EVEN IF THE ACCEPTANCE CONTAINS TERMS THAT VARY FROM THE TERMS OF THE OFFER, UNLESS THE ACCEPTANCE MATERIALLY ALTERS THE OFFER.

(C) IF AN ACCEPTANCE MATERIALLY ALTERS THE OFFER, THE FOLLOWING RULES APPLY:

(1) A CONTRACT IS NOT FORMED UNLESS:

(A) A PARTY AGREES, SUCH AS BY MANIFESTING ASSENT, TO THE OTHER PARTY'S OFFER OR ACCEPTANCE; OR

(B) ALL THE OTHER CIRCUMSTANCES, INCLUDING THE CONDUCT OF THE PARTIES, ESTABLISH A CONTRACT.

(2) IF A CONTRACT IS FORMED BY THE CONDUCT OF BOTH PARTIES, THE TERMS OF THE CONTRACT ARE DETERMINED UNDER § 21-210 OF THIS SUBTITLE.

(D) IF AN ACCEPTANCE VARIES FROM BUT DOES NOT MATERIALLY ALTER THE OFFER, A CONTRACT IS FORMED BASED ON THE TERMS OF THE OFFER. IN ADDITION, THE FOLLOWING RULES APPLY:

(1) TERMS IN THE ACCEPTANCE WHICH CONFLICT WITH TERMS IN THE OFFER ARE NOT PART OF THE CONTRACT.

(2) AN ADDITIONAL NONMATERIAL TERM IN THE ACCEPTANCE IS A PROPOSAL FOR AN ADDITIONAL TERM. BETWEEN MERCHANTS, THE PROPOSED ADDITIONAL TERM BECOMES PART OF THE CONTRACT UNLESS THE OFFEROR GIVES NOTICE OF OBJECTION BEFORE, OR WITHIN A REASONABLE TIME AFTER, IT RECEIVES THE PROPOSED TERMS.

21-205. CONDITIONAL OFFER OR ACCEPTANCE.

(A) IN THIS SECTION, AN OFFER OR ACCEPTANCE IS CONDITIONAL IF IT IS CONDITIONED ON AGREEMENT BY THE OTHER PARTY TO ALL THE TERMS OF THE OFFER OR ACCEPTANCE.

(B) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (C) OF THIS SECTION, A CONDITIONAL OFFER OR ACCEPTANCE PRECLUDES FORMATION OF A CONTRACT UNLESS THE OTHER PARTY AGREES TO ITS TERMS, SUCH AS BY MANIFESTING ASSENT.