

(8) "Burden of establishing" a fact means the burden of persuading the triers of fact that the existence of the fact is more probable than its nonexistence.

(9) "Buyer in ordinary course of business" means a person that buys goods in good faith, without knowledge that the sale violates the rights of another person in the goods, and in the ordinary course from a person, other than a pawnbroker, in the business of selling goods of that kind. A person buys goods in the ordinary course if the sale to the person comports with the usual or customary practices in the kind of business in which the seller is engaged or with the seller's own usual or customary practices. A person that sells oil, gas, or other minerals at the wellhead or minehead is a person in the business of selling goods of that kind. A buyer in ordinary course of business may buy for cash, by exchange of other property, or on secured or unsecured credit, and may acquire goods or documents of title under a preexisting contract for sale. Only a buyer that takes possession of the goods from the seller under Title 2 may be a buyer in ordinary course of business. A person that acquires goods in a transfer in bulk or as security for or in total or partial satisfaction of a money debt is not a buyer in ordinary course of business.

(10) "Conspicuous"[: A], WITH REFERENCE TO A [term] TERM, [or clause is conspicuous when it is] MEANS so written, DISPLAYED, OR PRESENTED that a reasonable person against [whom] WHICH it is to operate ought to have noticed it. [A printed heading in capitals (as: NONNEGOTIABLE BILL OF LADING) is conspicuous. Language in the body of a form is "conspicuous" if it is in larger or other contrasting type or color. But in a telegram any stated term is "conspicuous."] Whether a term [or clause] is "conspicuous" or not is [for] A decision [by] FOR the court. CONSPICUOUS TERMS INCLUDE THE FOLLOWING:

(A) A HEADING IN CAPITAL LETTERS EQUAL TO OR GREATER IN SIZE THAN THE SURROUNDING TEXT, OR IN CONTRASTING TYPE, FONT, OR COLOR TO THE SURROUNDING TEXT OF THE SAME OR LESSER SIZE; AND

(B) LANGUAGE IN THE BODY OF A RECORD OR DISPLAY IN LARGER TYPE THAN THE SURROUNDING TEXT, OR IN CONTRASTING TYPE, FONT, OR COLOR TO THE SURROUNDING TEXT OF THE SAME SIZE, OR SET OFF FROM SURROUNDING TEXT OF THE SAME SIZE BY SYMBOLS OR OTHER MARKS THAT CALL ATTENTION TO THE LANGUAGE.

(11) "Contract" means the total legal obligation which results from the parties' agreement as affected by Titles 1 through 10 of this article and any other applicable rules of law (Compare "Agreement.")

(12) "Creditor" includes a general creditor, a secured creditor, a lien [creditor] CREDITOR, and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in [equity] EQUITY, and an executor or administrator of an insolvent debtor's or assignor's estate.

(13) "Defendant" includes a person in the position of defendant in a cross action or counterclaim.