**§2-503. Manner of seller's tender of delivery**

**(1).**  Tender of delivery requires that the seller put and hold conforming goods at the buyer's disposition and give the buyer any notification reasonably necessary to enable him to take delivery. The manner, time and place for tender are determined by the agreement and this Article, and in particular

(a). Tender must be at a reasonable hour, and if it is of goods they must be kept available for the period reasonably necessary to enable the buyer to take possession; but

(b). Unless otherwise agreed the buyer must furnish facilities reasonably suited to the receipt of the goods.

**(2).**  Where the case is within section 2‑504 respecting shipment, tender requires that the seller comply with its provisions.

**(3).**  Where the seller is required to deliver at a particular destination tender requires that he comply with subsection (1) and also in any appropriate case tender documents as described in subsections (4) and (5).

**(4).**  Where goods are in the possession of a bailee and are to be delivered without being moved

(a). Tender requires that the seller either tender a negotiable document of title covering such goods or procure acknowledgment by the bailee of the buyer's right to possession of the goods; but

(b). Tender to the buyer of a nonnegotiable document of title or of a record directing the bailee to deliver is sufficient tender unless the buyer seasonably objects, and except as otherwise provided in Article 9‑A receipt by the bailee of notification of the buyer's rights fixes those rights as against the bailee and all third persons; but risk of loss of the goods and of any failure by the bailee to honor the nonnegotiable document of title or to obey the direction remains on the seller until the buyer has had a reasonable time to present the document or direction, and a refusal by the bailee to honor the document or to obey the direction defeats the tender. [PL 2009, c. 324, Pt. B, §10 (AMD); PL 2009, c. 324, Pt. B, §48 (AFF).]

[PL 2009, c. 324, Pt. B, §10 (AMD); PL 2009, c. 324, Pt. B, §48 (AFF).]

**(5).**  Where the contract requires the seller to deliver documents,

(a). The seller must tender all such documents in correct form, except as provided in this Article with respect to bills of lading in a set (section 2‑323, subsection (2)); and [PL 2009, c. 324, Pt. B, §11 (AMD); PL 2009, c. 324, Pt. B, §48 (AFF).]

(b). Tender through customary banking channels is sufficient and dishonor of a draft accompanying or associated with the documents constitutes nonacceptance or rejection. [PL 2009, c. 324, Pt. B, §11 (AMD); PL 2009, c. 324, Pt. B, §48 (AFF).]

[PL 2009, c. 324, Pt. B, §11 (AMD); PL 2009, c. 324, Pt. B, §48 (AFF).]

SECTION HISTORY

PL 2009, c. 324, Pt. B, §§10, 11 (AMD). PL 2009, c. 324, Pt. B, §48 (AFF).

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

*All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the First Regular and First Special Session of the 131st Maine Legislature and is current through November 1. 2023
 . The text is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.*

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.