

DELAWARE CODE ANNOTATED

TITLE 6. COMMERCE AND TRADE

SUBTITLE II. OTHER LAWS RELATING TO COMMERCE AND TRADE

CHAPTER 27. CONTRACTS

SUBCHAPTER II. STATUTE OF FRAUDS AND PERJURIES

6 Del. C. § 2714 (2002)

§ 2714. Necessity of writing for contracts; definition of writing; evidence

(a) No action shall be brought to charge any person upon any agreement made upon consideration of marriage, or upon any contract or sale of lands, tenements, or hereditaments, or any interest in or concerning them, or upon any agreement that is not to be performed within the space of one year from the making thereof, or to charge any person to answer for the debt, default, or miscarriage, of another, in any sum of the value of \$ 25 and upwards, unless the contract is reduced to writing, or some memorandum, or notes thereof, are signed by the party to be charged therewith, or some other person thereunto by the party lawfully authorized in writing .

..

(b) [omitted]

(c) For the purposes of this section, "writing" includes microphotography, photography and photostating, and a microphotographic, photographic or photostatic copy of any agreement covered by this section. Such copy or copies having been regularly made and kept in the course of business, shall be equally competent as evidence as the original of such agreement, where the original is inaccessible or has been destroyed or otherwise disposed of in good faith in the regular course of business and where the mode of making such microphotograph, photograph or photostat was such as to justify its admission as a true copy of the original.

TITLE 6: Commerce and Trade

SUBTITLE I: Uniform Commercial Code

ARTICLE 2. SALES

PART 2

Form, Formation and Readjustment of Contract

§ 2-201. Formal requirements; statute of frauds.

(1) Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this paragraph beyond the quantity of goods shown in such writing.

(2) Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against such party unless written notice of objection to its contents is given within ten days after it is received.

(3) A contract which does not satisfy the requirements of subsection (1) but which is valid in other respects is enforceable.

(a) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or

(b) if the party against whom enforcement is sought admits in his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

(c) with respect to goods for which payment has been made and accepted or which have been received and accepted (Section 2-606). (5A Del. C. 1953, § 2-201; 55 Del. Laws, c. 349; 70 Del Laws, c. 186, § 1.)

§ 2-202. Final written expression: parol or extrinsic evidence.

Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented

(a) By course of performance, course of dealing, or usage of trade (§ 1-303); and

(b) By evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement.