

2—512. *Payment by Buyer Before Inspection.*

(1) *Where the contract requires payment before inspection non-conformity of the goods does not excuse the buyer from so making payment unless*

(a) *the non-conformity appears without inspection; or*

(b) *despite tender of the required documents the circumstances would justify injunction against honor under the provisions of this Article (Section 5—114).*

(2) *Payment pursuant to subsection (1) does not constitute an acceptance of goods or impair the buyer's right to inspect or any of his remedies.*

2—513. *Buyer's Right to Inspection of Goods.*

(1) *Unless otherwise agreed and subject to subsection (3), where goods are tendered or delivered or identified to the contract for sale, the buyer has a right before payment or acceptance to inspect them at any reasonable place and time and in any reasonable manner. When the seller is required or authorized to send the goods to the buyer, the inspection may be after their arrival.*

(2) *Expenses of inspection must be borne by the buyer but may be recovered from the seller if the goods do not conform and are rejected.*

(3) *Unless otherwise agreed and subject to the provisions of this Sub-title on C. I. F. contracts (subsection (3) of Section 2—321), the buyer is not entitled to inspect the goods before payment of the price when the contract provides*

(a) *for delivery "C.O.D." or on other like terms; or*

(b) *for payment against documents of title, except where such payment is due only after the goods are to become available for inspection.*

(4) *A place or method of inspection fixed by the parties is presumed to be exclusive but unless otherwise expressly agreed it does not postpone identification or shift the place for delivery or for passing the risk of loss. If compliance becomes impossible, inspection shall be as provided in this section unless the place or method fixed was clearly intended as an indispensable condition failure of which avoids the contract.*

2—514. *When Documents Deliverable on Acceptance; When on Payment.*

*Unless otherwise agreed documents against which a draft is drawn are to be delivered to the drawee on acceptance of the draft if it is payable more than three days after presentment; otherwise only on payment.*

2—515. *Preserving Evidence of Goods in Dispute.*

*In furtherance of the adjustment of any claim or dispute*

(a) *either party on reasonable notification to the other and for the purpose of ascertaining the facts and preserving evidence has*