

(2) *When the buyer sells goods under subsection (1), he is entitled to reimbursement from the seller or out of the proceeds for reasonable expenses of caring for and selling them, and if the expenses include no selling commission then to such commission as is usual in the trade or if there is none to a reasonable sum not exceeding ten per cent of the gross proceeds.*

(3) *In complying with this section the buyer is held only to good faith and good faith conduct hereunder is neither acceptance nor conversion nor the basis of an action for damages.*

2—604. Buyer's Options as to Salvage of Rightfully Rejected Goods.

Subject to the provisions of the immediately preceding section on perishables if the seller gives no instructions within a reasonable time after notification of rejection the buyer may store the rejected goods for the seller's account or reship them to him or resell them for the seller's account with reimbursement as provided in the preceding section. Such action is not acceptance or conversion.

2—605. Waiver of Buyer's Objections by Failure to Particularize.

(1) *The buyer's failure to state in connection with rejection a particular defect which is ascertainable by reasonable inspection precludes him from relying on the unstated defect to justify rejection or to establish breach*

(a) *where the seller could have cured it if stated seasonably; or*

(b) *between merchants when the seller has after rejection made a request in writing for a full and final written statement of all defects on which the buyer proposes to rely.*

(2) *Payment against documents made without reservation of rights precludes recovery of the payment for defects apparent on the face of the documents.*

2—606. What Constitutes Acceptance of Goods.

(1) *Acceptance of goods occurs when the buyer*

(a) *after a reasonable opportunity to inspect the goods signifies to the seller that the goods are conforming or that he will take or retain them in spite of their non-conformity; or*

(b) *fails to make an effective rejection (subsection (1) of Section 2—602), but such acceptance does not occur until the buyer has had a reasonable opportunity to inspect them; or*

(c) *does any act inconsistent with the seller's ownership; but if such act is wrongful as against the seller it is an acceptance only if ratified by him.*

(2) *Acceptance of a part of any commercial unit is acceptance of that entire unit.*

2—607. Effect of Acceptance; Notice of Breach; Burden of Establishing Breach After Acceptance; Notice of Claim or Litigation to Person Answerable Over.

(1) *The buyer must pay at the contract rate for any goods accepted.*