

solvency has been made to the particular seller in writing within three months before delivery the ten day limitation does not apply. Except as provided in this subsection the seller may not base a right to reclaim goods on the buyer's fraudulent or innocent misrepresentation of solvency or of intent to pay.

(3) The seller's right to reclaim under subsection (2) is subject to the rights of a buyer in ordinary course or other good faith purchaser or lien creditor under this Sub-title (Section 2—403). Successful reclamation of goods excludes all other remedies with respect to them.

2—703. Seller's Remedies in General.

Where the buyer wrongfully rejects or revokes acceptance of goods or fails to make a payment due on or before delivery or repudiates with respect to a part or the whole, then with respect to any goods directly affected and, if the breach is of the whole contract (Section 2—612), then also with respect to the whole undelivered balance, the aggrieved seller may

- (a) withhold delivery of such goods;*
- (b) stop delivery by any bailee as hereafter provided (Section 2—705);*
- (c) proceed under the next section respecting goods still unidentified to the contract;*
- (d) resell and recover damages as hereafter provided (Section 2—706);*
- (e) recover damages for non-acceptance (Section 2—708) or in a proper case the price (Section 2—709);*
- (f) cancel.*

2—704. Seller's Right to Identify Goods to the Contract Notwithstanding Breach or to Salvage Unfinished Goods.

- (1) An aggrieved seller under the preceding section may*
 - (a) identify to the contract conforming goods not already identified if at the time he learned of the breach they are in his possession or control;*
 - (b) treat as the subject of resale goods which have demonstrably been intended for the particular contract even though those goods are unfinished.*

(2) Where the goods are unfinished an aggrieved seller may in the exercise of reasonable commercial judgment for the purposes of avoiding loss and of effective realization either complete the manufacture and wholly identify the goods to the contract or cease manufacture and resell for scrap or salvage value or proceed in any other reasonable manner.

2—705. Seller's Stoppage of Delivery in Transit or Otherwise.

- (1) The seller may stop delivery of goods in the possession of a carrier or other bailee when he discovers the buyer to be insolvent*