

(A) THE SUBMISSION IS MADE AND ACCEPTED PURSUANT TO THAT PROCEDURE; OR

(B) THE RECIPIENT EXPRESSLY AGREES TO TERMS CONCERNING THE SUBMISSION.

(B) AN AGREEMENT TO DISCLOSE AN IDEA CREATES A CONTRACT ENFORCEABLE AGAINST THE RECEIVING PARTY ONLY IF THE IDEA AS DISCLOSED IS CONFIDENTIAL, CONCRETE, AND NOVEL TO THE BUSINESS, TRADE, OR INDUSTRY, OR THE PARTY RECEIVING THE DISCLOSURE OTHERWISE EXPRESSLY AGREED.

SUBTITLE 3. CONSTRUCTION; GENERAL; INTERPRETATION.

GENERAL.

21-301. PAROL OR EXTRINSIC EVIDENCE.

TERMS WITH RESPECT TO WHICH CONFIRMATORY RECORDS OF THE PARTIES AGREE OR WHICH ARE OTHERWISE SET FORTH IN A RECORD INTENDED BY THE PARTIES AS A FINAL EXPRESSION OF THEIR AGREEMENT WITH RESPECT TO TERMS INCLUDED THEREIN MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PREVIOUS AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BUT MAY BE EXPLAINED OR SUPPLEMENTED BY:

(1) COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND

(2) EVIDENCE OF CONSISTENT ADDITIONAL TERMS, UNLESS THE COURT FINDS THE RECORD TO HAVE BEEN INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.

21-302. PRACTICAL CONSTRUCTION.

(A) THE EXPRESS TERMS OF AN AGREEMENT AND ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE MUST BE CONSTRUED WHENEVER REASONABLE AS CONSISTENT WITH EACH OTHER. HOWEVER, IF THAT CONSTRUCTION IS UNREASONABLE:

(1) EXPRESS TERMS PREVAIL OVER COURSE OF PERFORMANCE, COURSE OF DEALING, AND USAGE OF TRADE;

(2) COURSE OF PERFORMANCE PREVAILS OVER COURSE OF DEALING AND USAGE OF TRADE; AND

(3) COURSE OF DEALING PREVAILS OVER USAGE OF TRADE.

(B) AN APPLICABLE USAGE OF TRADE IN THE PLACE WHERE ANY PART OF PERFORMANCE IS TO OCCUR MUST BE USED IN INTERPRETING THE AGREEMENT AS TO THAT PART OF THE PERFORMANCE.

(C) EVIDENCE OF A RELEVANT COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OFFERED BY ONE PARTY IN A PROCEEDING IS NOT