

§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

(1). By course of performance, course of dealing or usage of trade (section 1-1303); and [PL 2009, c. 325, Pt. B, §5 (AMD); PL 2009, c. 325, Pt. B, §27 (AFF).]

(2). 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.

SECTION HISTORY

PL 2009, c. 325, Pt. B, §5 (AMD). PL 2009, c. 325, Pt. B, §27 (AFF).

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