

**§2-206. Offer and acceptance in formation of contract**

**(1).** Unless otherwise unambiguously indicated by the language or circumstances

(a). An offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances;

(b). An order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or nonconforming goods, but such a shipment of nonconforming goods does not constitute an acceptance if the seller seasonably notifies the buyer that the shipment is offered only as an accommodation to the buyer.

**(2).** Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance.

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