The UCC confers many of its rights upon the buyer, defined as “a person who buys or contracts to buy goods.” While the definition of sale refers to passing of title, the definition of buyer does not, and the language “contracts to buy” is an additional indication that passing of title is not necessary. The Magnuson-Moss Warranty Act confers its rights upon “consumers,” as discussed in § 1.5.12 [1], infra.

Footnotes

159 [147] U.C.C. § 2-103(1)(a).


161 [149] U.C.C. § 2-106. See § 1.5.2 [2], supra.

162 [150] See Estate of Kriefall v. Sizzler USA Franchise, Inc., 801 N.W.2d 781, 793–795 (Wis. Ct. App. 2011) (franchisor who ordered product is buyer and can assert warranty claim against seller, even though product was delivered to franchisee), aff’d, 816 N.W.2d 853 (Wis. 2012). But see In re Rezulin Products Liab. Litig., 390 F. Supp. 2d 319 (S.D.N.Y. 2005) (group health benefit plan that pays for but does not acquire ownership of medications is not a buyer).