

Notice of Rejection of Non-Conforming Goods

- 🔊 This “Notice of Rejection of Non-Conforming Goods” is a form letter a buyer sends to a vendor who has delivered the wrong products. Often a simple phone call or email will be sufficient – most vendors will fix a simple delivery problem quickly, but this letter starts the paper trail in the unlikely event you must escalate your position legally. (That sounds so civilized, doesn't it?)
- 🔊 See also, “Cancel Order – Seller Breach” if the Vendor did something else wrong that requires you to cancel your order.
- 🔊 Re-read your purchase contract – what does it specify? Is it possible that you actually got what you ordered? Legally, goods are “non-conforming” if they are not exactly the goods as specified by your purchase contract.
- 🔊 This notice, when sent promptly, helps establish your rights under the Uniform Commercial Code (UCC) -- if a vendor delivers non-conforming goods, the buyer may reject all of the goods, accept all of the goods, or accept some of the goods and reject the rest.
- 🔊 For a rejection to be effective, the buyer must notify seller of the rejection within a reasonable time after the goods are delivered – immediately is best.
- 🔊 It is important to note that acceptance occurs when the buyer, after a reasonable amount of time to inspect the goods, either states that the goods conform to the contract or that they will be accepted even if they don't. If the buyer does not promptly inspect the goods and reject them if non-conforming, a court may rule that the buyer's inaction constitutes acceptance.
- 🔊 Immediate rejection also makes the seller's case more difficult if the parties go to court. If the goods are rejected, the buyer may not have to pay for them, but if the goods are accepted and the contract is cancelled, the buyer usually has to pay for the goods and hope to recover the money in damages.
- 🔊 If the buyer does not send the rejection notice within the time allowed, the buyer loses the option of rejecting the goods (the buyer cannot use the Notice of Rejection of Non-Conforming Goods). However, the buyer is still entitled to damages, and can still use this Notice of Cancellation for Breach.
- 🔊 After rejecting the goods, the buyer must hold the goods and await instructions from the seller and may not exercise any right of ownership.
- 🔊 Remember, pickup the phone and contact your vendor – likely they will fix it and you won't need this letter.

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

[Company Legal Name]

[Address] * [City], [State] [Zip Code]

[Telephone] * [WebSite Address]

[Date]

[Vendor]

[Vendor Address]

Dear [Vendor],

Re: Rejection of Non-Conforming Goods

We received a delivery from you pursuant to our [Contract], dated [Contract Date].

However, the goods delivered do not conform to the specifications of our order because:

- [Description of Non-Conformance].
- Xxx
- xxx

Because of the non-conformity of the [products], we must reject delivery.

Please advise us immediately regarding the disposition of the [products].

We must inform you that we accept no responsibility for their safe-keeping if we do not receive instructions within a reasonable period of time from receipt of this notice.

Please also understand that in the event we do not receive proper replacement [products] or a refund of \$[Dollar Amount] within ten (10) days of this notice, we may institute legal proceedings to recover our costs.

Thank you for your cooperation and for your immediate attention to this matter.

Sincerely,

[Owner/Founder]

[Title]

[Company]