

**CONTRACTS**  
Professor Ben-Shahar

*Offer and Acceptance*

You walk into your local supermarket store and carefully place a 6-pack of beer in your shopping cart. As you approach the checkout counter, one of the beer bottles explodes, causing you personal injuries. You sue the store for breach of warranty (an action under Section 2-715(2)(b) of the Code). The store defends by arguing that such a warranty exists only if there is a sale or a contract to sell the beer. At the time of the injury you hadn't yet paid of the beer, so, according to the store, there was no contract. Do you agree?

See, e.g., *Giant Food v. Washington Coca Cola Bottling Co.*, 332 A.2d 1 (1975)