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§2-326.

(1) Unless otherwise agreed, if delivered goods may be returned by the buyer even though they conform to the contract, the transaction is

- (a) A “sale on approval” if the goods are delivered primarily for use, and
- (b) A “sale or return” if the goods are delivered primarily for resale.

(2) Goods held on approval are not subject to the claims of the buyer’s creditors until acceptance; goods held on sale or return are subject to such claims while in the buyer’s possession.

(3) Any “or return” term of a contract for sale is to be treated as a separate contract for sale within the statute of frauds section of this title (§ 2-201) and as contradicting the sale aspect of the contract within the provisions of this title on parole or extrinsic evidence (§ 2-202).

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