440.2706 Buyer's wrongful rejection, revocation of acceptance, or nonpayment; resale by
seller; recovery of loss; notice to buyer; profit.

Sec. 2706. (1) Under the conditions stated in section 2703 on seller's remedies, the seller may resell the
goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a
commercially reasonable manner the seller may recover the difference between the resale price and the
contract price together with any incidental damages allowed under the provisions of this article (section
2710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in subsection (3) or unless otherwise agreed resale may be at public or
private sale including sale by way of one or more contracts to sell or of identification to an existing contract
of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect
of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale
must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in
existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention
to resell.

(4) Where the resale is at public sale
(a) only identified goods can be sold except where there is a recognized market for a public sale of futures
in goods of the kind; and
(b) it must be made at a usual place or market for public sale if one is reasonably available and except in
the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer
reasonable notice of the time and place of the resale; and
(c) if the goods are not to be within the view of those attending the sale the notification of sale must state
the place where the goods are located and provide for their reasonable inspection by prospective bidders; and
(d) the seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer
even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of
a seller (section 2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account
for any excess over the amount of his security interest, as hereinafter defined (subsection (3) of section 2711).