

postage or cost of transmission provided for and properly addressed and in the case of an instrument to an address specified thereon or otherwise agreed, or if there be none to any address reasonable under the circumstances. The receipt of any writing or notice within the time at which it would have arrived if properly sent has the effect of a proper sending.

(40) "Signed" includes any symbol executed or adopted by a party with present intention to authenticate a writing.

(41) "Surety" includes guarantor.

(42) "Telegram" includes a message transmitted by radio, teletype, cable, any mechanical method of transmission, or the like.

(43) "Term" means that portion of an agreement which relates to a particular matter.

(44) "Unauthorized" signature or indorsement means one made without actual, implied or apparent authority and includes a forgery.

(45) "Value". Except as otherwise provided with respect to negotiable instruments and bank collections (sections 28:3—303, 28:4—208 and 28:4—209) a person gives "value" for rights if he acquires them

(a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or

(b) as security for or in total or partial satisfaction of a pre-existing claim; or

(c) by accepting delivery pursuant to a pre-existing contract for purchase; or

(d) generally, in return for any consideration sufficient to support a simple contract.

(46) "Warehouse receipt" means a receipt issued by a person engaged in the business of storing goods for hire.

(47) "Written" or "writing" includes printing, typewriting or any other intentional reduction to tangible form.

#### § 28:1—202. Prima facie evidence by third party documents

A document in due form purporting to be a bill of lading, policy or certificate of insurance, official weigher's or inspector's certificate, consular invoice, or any other document authorized or required by the contract to be issued by a third party shall be prima facie evidence of its own authenticity and genuineness and of the facts stated in the document by the third party.

#### § 28:1—203. Obligation of good faith

Every contract or duty within this subtitle imposes an obligation of good faith in its performance or enforcement.

#### § 28:1—204. Time; reasonable time; "seasonably"

(1) Whenever this subtitle requires any action to be taken within a reasonable time, any time which is not manifestly unreasonable may be fixed by agreement.

(2) What is a reasonable time for taking any action depends on the nature, purpose and circumstances of such action.

(3) An action is taken "seasonably" when it is taken at or within the time agreed or if no time is agreed at or within a reasonable time.

#### § 28:1—205. Course of dealing and usage of trade

(1) A course of dealing is a sequence of previous conduct between the parties to a particular transaction which is fairly to be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct.

(2) A usage of trade is any practice or method of dealing having such regularity of observance in a place, vocation or trade as to justify an expectation that it will be observed with respect to the transaction in question. The existence and scope of such a usage are to be proved as facts. If it is established that such a usage is embodied in a written trade code or similar writing the interpretation of the writing is for the court.

(3) A course of dealing between parties and any usage of trade in the vocation or trade in which they are engaged or of which they are or should be aware give particular meaning to and supplement or qualify terms of an agreement.

(4) The express terms of an agreement and an applicable course of dealing or usage of trade shall be construed wherever reasonable as consistent with each other; but when such construction is unreasonable express terms control both course of dealing and usage of trade and course of dealing controls usage of trade.