§ 25-2-324. "No arrival, no sale" term.

Under a term "no arrival, no sale" or terms of like meaning, unless otherwise agreed,

(a) the seller must properly ship conforming goods and if they arrive by any means he
must tender them on arrival but he assumes no obligation that the goods will arrive unless he
has caused the non-arrival; and

(b) where without fault of the seller the goods are in part lost or have so deteriorated as
no longer to conform to the contract or arrive after the contract time, the buyer may proceed as
if there had been casualty to identified goods (G.S. 25-2-613). (1965, c. 700, s. 1.)