

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

Brass Reminders Co., Inc. v. RT Engineering Corp.

No. 20-5671, United States Court of Appeals for the Sixth Circuit (February 4, 2021)

SUMMARY

The Sixth Circuit affirmed summary judgment for RT Engineering, holding that hyperlinked terms and conditions were incorporated by reference into the parties' contract under Kentucky law because the quote clearly referenced them and the plaintiff had notice and opportunity to read them. The court found that the plaintiff breached the contract by failing to provide required dimensional tolerances and consistent materials, as the undisputed record showed material variations caused machine failures. The case addresses incorporation by reference, the duty to read contract terms, and breach of contract for failure to supply specifications.

CASE DETAILS

COURT	United States Court of Appeals for the Sixth Circuit
WRITING FOR THE COURT	Boggs; Sutton; Nalbandian
JURISDICTION	Federal
DECIDED	February 4, 2021
DOCKET	20-5671
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the United States District Court for the Eastern District of Kentucky
STANDARD OF REVIEW	We review the district court's grant of summary judgment de novo.
PRECEDENTIAL VALUE	unpublished
PARTIES	Brass Reminders Co., Inc. v. RT Engineering Corp.

TOPICS

commercial litigation

contracts

breach of contract

contract interpretation

summary judgment

civil procedure

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PRACTICE AREAS

Contracts

Appeals

QUESTIONS PRESENTED

1. Whether RT's hyperlinked terms and conditions were incorporated by reference into the contract.
2. Whether there is a genuine dispute of material fact that Brass Reminders breached its obligation to provide dimensional tolerances and consistent materials.

HOLDINGS

1. Yes, the terms and conditions were incorporated by reference because the quote provided clear language of incorporation and notice, and Brass Reminders had the opportunity to read them.
2. No, there is no genuine dispute; Brass Reminders breached its obligation to provide dimensional tolerances and consistent materials.

KEY QUOTATIONS

"I probably didn't notice that at the time. . . . I don't think I went to that website. . . . I remember skipping in the airport to the part of here's the price; here's how long it's going to take and probably never read all of this." (13)

"I don't feel like there's been any variability in our product. The product that I gave them as samples is the product I have today. It can't change. It is what it is." (16)

FACTUAL BACKGROUND

Brass Reminders contracted with RT Engineering to build a custom packaging machine. The contract included RT's terms and conditions, which required Brass Reminders to provide dimensional tolerances of its materials. Brass Reminders supplied sample materials that were consistent, but later when larger quantities were used, the materials varied significantly due to shear-cutting and non-climate-controlled storage. The machine could not handle the variations, leading to failures. Brass Reminders argued it did not agree to the terms, but the court found they were incorporated by reference.

PROCEDURAL HISTORY

Brass Reminders filed its complaint in Kentucky state court on April 29, 2019. RT removed the case to federal district court on June 6, 2019. After discovery, RT moved for summary judgment on Brass Reminders's claims and its own counterclaim for breach of contract, and the district court granted summary judgment in favor of RT.

DISPOSITION

affirmed

CASES CITED

- Dixon v. Daymar Colleges Group, LLC, 483 S.W.3d 332 (Ky. 2015)
- LP Louisville East, LLC v. Patton, 605 S.W.3d 300 (Ky. 2020)
- Hathaway v. Eckerle, 336 S.W.3d 83 (Ky. 2011)

- *Ally Cat, LLC v. Chauvin*, 274 S.W.3d 451 (Ky. 2009)
- *Bartelt Aviation, Inc. v. Dry Lake Coal Co.*, 682 S.W.2d 796 (Ky. Ct. App. 1985)
- *Cent. Adjustment Bureau, Inc. v. Ingram Assocs., Inc.*, 622 S.W.2d 681 (Ky. Ct. App. 1981)
- *Donald v. Sybra, Inc.*, 667 F.3d 757 (6th Cir. 2012)
- *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986)

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