

US Quest Ltd v. Kimmons
228 F.3d 399 (5th Cir. 2000)

DENNIS, Circuit Judge:

Angus, Ltd. ("Angus"), U.S. Quest, Ltd. ("Quest"), and Jocody Financial, Inc. ("Jocody") are independent corporations operated by Mr. Bob Jordan. [FN1] Quest and Jocody, which are owned by Bob Jordan's daughter, brought this federal question action against GK Intelligent Systems, Inc. ("GKIS") and its CEO Gary Kimmons [FN2] asserting the following claims: fraudulent inducement of contract, quantum meruit, breach of contract, and violation of state and federal securities laws. The district court granted summary judgment for Kimmons on all claims save one. Jordan timely appealed. For the reasons assigned, we affirm the decision of the district court.

I. FACTS AND PROCEEDINGS

In or around December 1995, Joelle Verbecke introduced Jordan to Kimmons in the hope that Jordan would be able to provide consulting services to Kimmons. Jordan agreed to assist Kimmons in finding equity investors, director candidates, and technical experts. Jordan also agreed to aid Kimmons in hiring a public relations firm, marketing its software, and identifying potential merger or acquisition candidates. In February 1996, Jordan arranged a meeting in New York between potential investors and directors and Kimmons.

Jordan contends that Jordan and Kimmons agreed orally that Kimmons would deliver 500,000 shares of stock to Jordan as compensation for consulting services performed in 1996. Furthermore, Jordan contends that another \$900,000 was invested in Kimmons due to Jordan's services, for which Kimmons allegedly agreed to deliver an additional 90,000 shares of stock to Jordan. Jordan further contends that Kimmons failed to perform this oral agreement, and the parties thus entered into an informal mediation process. Jordan asserts that Jordan and Kimmons agreed during mediation to enter into two written contracts- the first between GKIS and Angus, and the second between GKIS and Quest. Subsequently, GKIS and Angus entered into a **written contract** dated December 24, 1996, entitled "Consulting Agreement." Three of the contract's clauses give rise to Jordan's issues on appeal. **First**, the contract contains the "direct efforts" clause, which accorded Jordan "[a] finder's fee for contacts with brokers or other financial consultants whose clients make an equity investment in [Kimmons]," and further provided that if "[a] contact make[s] a direct equity investment in [Kimmons] through the direct efforts of [Jordan] ... [Jordan] will be paid a fee ... equal to ten percent (10%) of the equity investment of such direct contact." **Second**, in its "initial grant of shares" clause, the contract provided Jordan with "[s]eventy-five thousand (75,000) shares of GKIS common restricted stock ... as compensation for all services rendered prior to the date of execution of this agreement as well as those services to be rendered pursuant to this agreement." Finally, the provisions governing compensation for services in the contract were followed by a "merger clause":

"Prior Agreements. This Agreement supersedes and is in lieu of any and all prior or contemporaneous agreements, communications or understandings, whether written or unwritten, verbal or tacit, or implied by prior dealings, between and among any of the parties, their predecessors or affiliates with respect to the matters set out herein...."

Kimmons contends that the only agreement between the parties was the above-described "Consulting Agreement" between GKIS and Angus that was executed on

December 24, 1996. Kimmons denies that there was an additional oral agreement between the parties. Jordan, on the other hand, maintains that another oral agreement, providing that GKIS and Quest would enter a written contract, was reached, but that Kimmons failed to execute the written instrument despite Jordan's efforts to that end.

II. DISCUSSION

A. Fraudulent Inducement Claim

Jordan alleges that Kimmons fraudulently induced Jordan to sign the December 24, 1996 contract between Angus and GKIS by promising that a second written agreement would be executed between Quest and GKIS. Jordan therefore seeks to recover based on a common law fraud claim ... Under Texas law, fraud requires "a material representation, which was false, and which was either known to be false when made or was asserted without knowledge of its truth, which was intended to be acted upon, which was relied upon, and which caused injury."

Kimmons contends that summary judgment is appropriate because the merger clause in the December 24, 1996 contract prevents Jordan from establishing that he entered that contract in reliance upon Kimmons' alleged promise to enter a second contract, an element of fraudulent inducement. It is true that a simple merger clause restricting recovery to that provided by the terms of the contract does not preclude a fraudulent inducement claim, and the parol evidence rule does not preclude proof of the fraud. However, the merger clause in the December 24, 1996 contract provides that the contract "is in lieu of any and all prior or contemporaneous agreements, communications or understandings, whether written or unwritten ... between and among any of the parties ... or [their] affiliates with respect to the matters set out herein." Because the merger clause expresses the parties' intent to replace with the December 24, 1996 contract any other agreements, communications, or understandings with respect to compensating Jordan for consulting services rendered to Kimmons, it tends to show that they intended to abandon any alleged agreement to enter a second written contract. Thus, the written contract expressly contradicts Jordan's assertion that an alleged oral agreement between the parties survived the December 24, 1996 written contract and was to be incorporated in a second written contract.

... Accordingly, the summary judgment rejecting this claim by Jordan is affirmed.

B. Breach of Contract Claims

The parties disagree as to what services were performed after execution of the December 24, 1996 contract. Kimmons argues that although Jordan continued to provide consulting services to Kimmons until October 1997, Jordan did not make any introductions of persons to Kimmons that resulted in investments after December 24, 1996. Therefore, Kimmons argues, Jordan is not entitled to any finder's fees under the "direct efforts" clause of the December 1996 contract. Jordan contends that it is entitled to such finder's fees because of its direct efforts which resulted in new investors for Kimmons after the contract execution date. Resolution of this issue turns on the meaning of "direct efforts" in the December 1996 contract.

Jordan contends that summary judgment is not appropriate because the terms of the contract are ambiguous and create a genuine dispute as to a material issue of fact for the jury. However, while an ambiguous contractual term may create a fact issue for the jury, "[w]hether a contract is ambiguous is a question of law for the court to decide by looking at the contract in light of the circumstances existing at the time the contract was entered into." If [an] agreement is worded so that this Court can ascertain a certain or definite meaning, it is not ambiguous. If the agreement, however, is reasonably susceptible to more than one interpretation, it is ambiguous. A contract is not ambiguous merely because the parties disagree upon the correct interpretation or upon whether it is reasonably open to just one interpretation. If the agreement is ambiguous,

summary judgment is improper because interpretation of the agreement is a fact question for the jury.

Applying that rule, we conclude that the "direct efforts" clause of the December 24, 1996 contract is not ambiguous in any material respect. The clause provides that Jordan will be paid a fee "should [a] [Jordan] contact make a direct equity investment in [Kimmons] through the direct efforts of [Jordan] with no broker, attorney, finder, financial consultant or other person or entity due any fees from [Kimmons] arising from the transaction." This provision of the December 1996 contract is not ambiguous in any sense relevant to this case and thus does not, without more, raise a genuine dispute as to a material issue of fact. We affirm the district court's summary judgment for Kimmons on this issue.....

Betaco Inc. v. Cessna
103 F.3d 1281

[Betaco, Inc. agreed in 1990 to purchase a six-passenger CitationJet from the Cessna Aircraft Company. Betaco's decision was based in part on Cessna's representation in a cover letter accompanying the purchase agreement that the new jet was "much faster, more efficient and has more range than the popular Citation I," a model with which Betaco was familiar. After advancing \$150,000 toward the purchase of the new plane, Betaco became convinced that the CitationJet would not have a greater range than the Citation I with a full passenger load and decided to cancel the purchase. When Cessna refused to return Betaco's deposit, Betaco filed suit in diversity claiming, inter alia, that Cessna had breached an express warranty that the CitationJet had a greater range than the Citation I.

I. BACKGROUND

..... Betaco leases aircraft to ExecuJet and also to American Transair, an airline that Mikelsons founded in 1973 and of which he is the chairman and chief executive. Both companies interlock with Betaco. In late 1989, Betaco became interested in a new aircraft known as the CitationJet to be manufactured by Cessna. Mikelsons contacted Cessna and asked for information about the forthcoming plane. On January 25, 1990, Cessna forwarded to Mikelsons a packet of materials accompanied by a cover letter which read as follows:

Dear Mr. Mikelsons:

We are extremely pleased to provide the material you requested about the phenomenal new CitationJet. Although a completely new design, the CitationJet has inherited all the quality, reliability, safety and economy of the more than 1600 Citations before it. At 437 miles per hour, the CitationJet is much faster, more efficient, and has more range than the popular Citation I. And its luxurious first-class cabin reflects a level of comfort and quality found only in much larger jets. And you get all this for less than an ordinary turbo-prop! /s/ Hubbard

Enclosed with Hubbard's letter was a twenty-three page brochure providing general information about the CitationJet, including estimates of the jet's anticipated range and performance at various fuel and payload weights. **A purchase agreement was also enclosed.** The preliminary specifications attached and incorporated into that agreement as "Exhibit A" indicated that the CitationJet would have a full fuel range of 1,500 nautical miles, plus or minus four percent, under specified conditions.

Mikelsons signed the purchase agreement on January 29, 1990 and returned it to Cessna, whose administrative director, Ursula Jarvis, added her signature on February 8, 1990. The agreement occupied both sides of a single sheet of paper. As completed by the parties, the front side reflected a purchase price of \$2.495 million and a preliminary delivery date of March, 1994, with Betaco reserving the right to opt for an earlier delivery in the event one were possible. The payment terms required Betaco to make an initial deposit of \$50,000 upon execution of the contract, a second deposit of \$100,000 when Cessna gave notice that the first prototype had been flown, and a third deposit of \$125,000 at least six months in advance of delivery. The balance was to be paid when the plane was delivered. The agreement expressly incorporated the attached preliminary specifications, although Cessna reserved the right to revise them "whenever occasioned by product improvements or other good cause as long as such revisions do not result in a reduction in performance standards." Item number 9 on the front page stated: The signatories to this Agreement verify that they have read the complete Agreement, understand its contents and have full authority to bind and hereby do bind their respective parties.

Following this provision, in a final paragraph located just above the signature lines (written in capital lettering that distinguished this provision from the preceding provisions), the agreement stated:

PURCHASER AND SELLER ACKNOWLEDGE AND AGREE BY EXECUTION OF THIS AGREEMENT THAT THE TERMS AND CONDITIONS ON REVERSE SIDE HEREOF ARE EXPRESSLY MADE PART OF THIS AGREEMENT. EXCEPT FOR THE EXPRESS TERMS OF SELLER'S WRITTEN LIMITED WARRANTIES PERTAINING TO THE AIRCRAFT, WHICH ARE SET FORTH IN THE SPECIFICATION (EXHIBIT A), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED ... THE WRITTEN LIMITED WARRANTIES OF SELLER ... ARE IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY WHATSOEVER... THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH IN SELLER'S WRITTEN LIMITED WARRANTIES ARE THE ONLY REMEDIES UNDER SUCH WARRANTIES OR THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ... THE ENGINES AND ENGINE ACCESSORIES ARE SEPARATELY WARRANTED BY THEIR MANUFACTURER AND ARE EXPRESSLY EXCLUDED FROM THE LIMITED WARRANTIES OF SELLER....

On the reverse side, the agreement included the following integration clause among its "General Terms":

This agreement is the only agreement controlling this purchase and sale, express or implied, either verbal or in writing, and is binding on Purchaser and Seller, their heirs, executors, administrators, successors or assigns. This Agreement, including the rights of Purchaser hereunder, may not be assigned by Purchaser except to a wholly-owned subsidiary or successor in interest by name change or otherwise and then only upon the prior written consent of Seller. Purchaser acknowledges receipt of a written copy of this Agreement which may not be modified in any way except by written agreement executed by both parties.

In early 1992, Paul Ruley ... completed some calculations concerning the CitationJet ... By Ruley's estimate, the new jet would have a greater range than its predecessor, the Citation I, when carrying three to five passengers; but with a full passenger load, the CitationJet would have a range no greater than or slightly less than that of the Citation I. Ruley also believed that the new plane would not meet the full fuel

range of 1,500 nautical miles set forth in the preliminary specifications.... Betaco proceeded to file this suit.....

II. ANALYSIS

In a prior appeal, we ... were tempted to hold, as a matter of law, that the purchase agreement was fully integrated; but a reference in Mikelsons' affidavit to pre-contractual discussions about the range of the CitationJet convinced us that an evidentiary hearing on the matter was in order. Mikelsons' affidavit suggested that the "more range" reference in Hubbard's letter might have been the culmination of substantial discussions between the parties addressing Mikelsons' concern that the new jet be able to fly greater distances than the Citation I. If that were so, then there was at least the possibility that the later-signed purchase agreement did not embody all terms of the contract between the parties. We therefore remanded the case for a bench hearing as to whether the parties intended for the signed purchase agreement to constitute their entire agreement. After taking evidence on this issue, the district court concluded that the parties did not intend for the purchase agreement to be a fully integrated document, and that the parties intended for the "more range" representation in Hubbard's letter to be a basis of their bargain. [We reverse.]

II.

The question of the parties' intent is typically a factual one, particularly when it turns not just on the written provisions of their contract but on surrounding events that the parties may have interpreted and recalled differently. In this case, for example, Mikelsons testified that he had one or more conversations with Cessna officials about the relative range of the CitationJet before he received and signed the purchase agreement. Cessna denies that any such conversations took place. The district court credited Mikelsons on this point, and this assessment was obviously key to the district court's determination that the parties did not intend for the purchase agreement to be a fully integrated document. We are loathe to second-guess the district court's factual findings. Yet, the contractual language disavowing terms beyond the face of the purchase agreement is plain and unequivocal, and the evidence that Cessna has adduced in an effort to overcome this language is exceedingly weak. We are unable to sustain the district court's ultimate finding that the parties did not intend for the purchase agreement to be fully integrated.

As we observed in *Betaco I*, the inclusion of an integration clause in a written document is "strong evidence" that the parties intended that document to represent the entirety of their agreement. The purchase agreement executed by Betaco and Cessna contains such a clause, stating both that the signed agreement "is the only agreement" controlling the purchase of the aircraft, that it "is binding on Purchaser and Seller," and that the agreement "may not be modified in any way except by written agreement executed by both parties." We noted that the language of the clause is simple and straightforward, that it was not buried in fine print, and that it was not otherwise likely to be overlooked in an agreement that covered only two pages. We also pointed out that Mikelsons had signed the agreement containing this clause and that he had had the opportunity to review it before signing.

The integration clause speaks for itself, of course, and nothing adduced on remand has shaken our conviction that it constitutes strong evidence that the parties intended the written purchase agreement to constitute the full embodiment of their contract. On the contrary, although extrinsic evidence ordinarily is unnecessary to establish that the parties to an agreement meant what they said in their contract, Mikelsons' testimony on remand only confirms that the integration clause should be taken seriously. Mikelsons acknowledged that in signing the contract, he verified that he

had read it, that he understood it, and that he had full authority to bind Betaco with his signature. He acknowledged what the integration clause said; indeed, when asked by Cessna's counsel what he understood the language to mean, he answered, "Just exactly what it says, Mr. Buehler--that this contract is the only contract between the parties." Tr. 34.

Mikelsons also testified that he believed that Cessna's marketing was incorporated into the agreement, and the district court thought the integration clause sufficiently unclear as to what it meant by "this Agreement" that a layperson might think that the agreement included representations outside of the purchase agreement itself. Both suppositions fly directly in the face of the plain terms of the agreement. Taking the district court's point first, we discern no ambiguity as to what is meant by "this Agreement." In a document entitled "PURCHASE AGREEMENT," the consistent use of "this" naturally points the reader to the purchase agreement itself. Any doubt in this regard is then eradicated by the first paragraph on the reverse side of the agreement, entitled "TERMS AND CONDITIONS". The parties to a contract are presumed to comprehend contract terms in the way those terms are ordinarily used. Thus, the district court's concerns about the lack of clarity notwithstanding, it is entirely reasonable to charge Mikelsons and Betaco with the realization that when the contract spoke of "this Agreement" ... it meant that only those terms expressly incorporated within the two-page purchase agreement itself were part of the bargain. Mikelsons conceded that very understanding, in fact....

B. Warranty Disclaimers

A disclaimer of extrinsic warranties complements and reinforces the integration clause by making clear what is implicit in the notion of a fully integrated contract: that no representation not documented in the written agreement itself is part of the parties' bargain.

D. Sophistication of the Parties

Mikelsons brought with him to the purchase of the CitationJet a wealth of experience and sophistication. ... Thus, as the district court found, "Betaco and Cessna were in relatively equal bargaining positions in this transaction." Mikelsons is not, as the district court emphasized, a lawyer; and yet, his familiarity with the types of contract terms at issue here rendered him fully able to appreciate the import of those terms. ... We normally attribute to the signatories to a written agreement knowledge and understanding of the terms contained in that agreement. Mikelsons' degree of sophistication certainly gives us no reason to depart from that rule here.

E. Nature and Scope of Prior Negotiations

Despite the integration clause and the disclaimer of extrinsic warranties in the purchase agreement, Mikelsons' affidavit raised the possibility that the parties had engaged in substantial pre-contract negotiations as to the anticipated range of the CitationJet relative to the Citation I, a subject not addressed in the purchase agreement itself but that Betaco insists was central to its decision to purchase the new aircraft. Exploration of this possibility was the purpose of the remand we ordered.

We did not mean to suggest, of course, that the door is open to proof of an extrinsic term whenever a party can establish that the subject of that term was discussed before the contract was signed. That would render contractual provisions disavowing any and all terms not contained within the four corners of the contract, not to mention statutory provisions like section 2-202, virtually meaningless. Rather, only in limited circumstances can a party overcome the bar of integration clauses and warranty disclaimers. *Transamerica Oil Corp. v. Lynes*, which we cited in *Betaco I*, offers an illustration. There, a company that drilled oil and gas wells purchased a product based on representations made in the manufacturer's advertising and in discussions with the

manufacturer's representatives. When the product failed to perform as expected, the purchaser sued for breach of warranty. The manufacturer sought to rely on warranty disclaimers contained in the invoices that the purchaser signed on receipt of the product. The Tenth Circuit concluded that proof of extrinsic warranties was permissible nonetheless. "There was no negotiated document signed by both parties evidencing the sale of one or all of these [products]," the court pointed out (*id.* at 763), there was only the purchaser's signature on the invoice below the words "I certify that the above materials or services have been received" (*id.*). "These words indicate that the document is a delivery receipt and possibly a billing statement, but not a fully integrated contract." *Id.* Thus, despite additional language acknowledging the terms on the reverse side of the invoice, which included the warranty disclaimer, the court was satisfied that the invoice did not reflect the final agreement of the parties. *Id.* Transamerica Oil indicates, then, that the parties may resort to extrinsic terms in the face of contractual provisions disclaiming any and all such terms when, as was the case there, the terms of the disclaimer were unexpected and unbargained for. Having reviewed the evidence adduced on remand, we are satisfied that the circumstances of this case do not fit within that narrow category.

This is not a case in which the purchaser of a product, whose expectations have been entirely shaped by precontract representations, is asked upon delivery to execute an "invoice" in which he unwittingly surrenders any and all claims based on those extrinsic representations. Mikelsons was presented with a written purchase agreement in advance of his order, and he obviously controlled the timing of the order. He had, as we noted in *Betaco I*, every opportunity to review the agreement himself, to have his staff review it, and to seek the advice of legal counsel. The agreement incorporated detailed specifications as to the performance of the aircraft, and explicitly disclaimed any warranties not contained in those specifications. The limits of the contract were therefore plain, and neither time, disparity of resources, nor any other circumstance prevented Mikelsons and *Betaco* from appreciating those limits.

It is also clear that the terms of the purchase agreement did not amount to a take it or leave it proposition, depriving *Betaco* of the opportunity to negotiate further terms of importance to it. Before signing and returning the agreement to Cessna, Mikelsons added two terms to the agreement: one invoking the right to opt for an earlier delivery and aircraft serial number, in the event one became available, and the other invoking the right to exercise such an option at a price appropriate to the earlier serial number. Jarvis, in turn, on Cessna's behalf, accepted one of these additional terms (that concerning an earlier delivery and serial number) and rejected the other.

In sum, we have a purchase agreement which in straightforward language declares itself to be the only agreement between the parties. Its principal provisions occupied a single sheet of paper. It incorporated written specifications as to the expected performance of the new aircraft, including its range. It expressly disclaimed any other warranties beyond these. It was presented to a sophisticated purchaser well grounded in aeronautics, who had purchased aircraft before, who was in the business of buying and leasing aircraft (not to mention running an airline). He read and understood the integration clause, he read and understood the warranty disclaimer clause--he had read such clauses before. He signed the contract at a moment of his own choosing, after making modifications.

All of this weighs heavily in favor of honoring the integration and warranty disclaimer clauses and precluding *Betaco's* effort to read into the parties' agreement an extrinsic term as to the relative range of the CitationJet. Mikelsons could not have been taken by *1291 surprise by the contents of the purchase agreement in any sense of the word....

As we noted earlier, the district court found that at some time before Hubbard sent the purchase agreement and other materials to Mikelsons, "Mr. Mikelsons had one or more conversations with a Cessna representative in which Mr. Mikelsons expressed a desire to purchase an airplane comparable to the Citation I but with more range and in which the Cessna representative informed Mr. Mikelsons that the CitationJet had more range than the Citation I." ... Under Betaco's theory of the case, these discussions were the genesis of the "more range" representation in Hubbard's letter, a representation that Betaco insists, and the district court found, was central to Betaco's decision to purchase the plane.

The indefinite character of the "more range" representation in Hubbard's letter remains as troublesome now as it was in the first appeal. As we noted in Betaco I, Hubbard's letter is "long on adjectives and short on details" and in that respect appeared much more like a standard promotional letter than the confirmation of a key contract term. It is now undisputed that Hubbard's letter was, in fact, a canned letter sent to many prospective purchasers of the CitationJet. So nothing in the content of the letter grew out of the one or more discussions Mikelsons previously had with the Cessna representative. More importantly, it is not at all clear what "more range" means. The district court's findings on this key point are inconsistent. Recall that the district court first observed:

The term "more range" means, as used in the aviation industry, greater range when compared at identical (standard) atmospheric conditions with each plane at its maximum gross takeoff weight with a full load of fuel.

Yet, as the district court itself noted, "the evidence is uncontradicted that the CitationJet did have greater range at that configuration." Thus, attributing the industry's understanding of "more range" to Hubbard gets Betaco nowhere; only if "more range" is construed to mean more range at all payloads does Betaco have a basis to claim a breach of this purported warranty. Here the district court equivocated. Despite the limited understanding in the industry of the phrase "more range," the court found that Mikelsons understood it to mean more range at all payloads. In the court's view, it was reasonable for Mikelsons to make this leap. "Although it may be true that range comparisons are done at maximum gross takeoff weight with full fuel," the court conceded, "it is not unreasonable to assume that, unless otherwise indicated, the range ratio of one airplane to another is relatively consistent throughout the spectrum of payloads." The principal support that the court cited for the notion that this was an assumption and understanding of "more range" that Cessna shared was a performance update that Cessna sent to Mikelsons on April 3, 1990, more than two months after Hubbard sent his letter to Mikelsons and Mikelsons signed the contract. Pl.Ex. 9 at 4; see Memorandum at 4 n. 3. That update contained a graph indicating that the CitationJet would have a greater range at all payloads than the Citation I. But whatever this post-contract update may reveal about Cessna's expectations of the plane's performance, it tells us nothing about what Cessna's understanding of the contract was at the time Cessna and Betaco entered into it ...

In essence, the court found that the parties made part of their agreement a vague, extrinsic term that purportedly has a particular meaning in the industry, but then it accorded that term a significantly broader meaning based on speculative assumptions in order to support Betaco's theory of recovery. This is a house of cards, and if the tenuous character of its tenets does not bring it down, the nature of Hubbard's letter does. ... Thus, [there] is, in short, no basis for attributing to Hubbard's "more range" representation the kind of particularized meaning that the district court found it to have. We are left, then, with Mikelsons' unilateral expectation, based on the pre-contract

conversations with Cessna representatives ... This is not enough to overcome the plain terms of the purchase agreement eschewing any and all such extrinsic terms.

III.

It is important to recall where our analysis began. The parol evidence rule bars evidence of extrinsic terms where the parties intended for a particular document to embody their complete agreement. The purchase agreement that Cessna and Betaco signed suggests on its face that the parties did intend for that document to represent the sole and exclusive agreement between them: the agreement contained an integration clause, and it also disclaimed any warranties beyond those expressly incorporated into the agreement. ...

The question, then, is whether the evidence Betaco adduced on remand is sufficient to overcome the presumption that the contract meant what it said, and that no terms not expressly included within the purchase agreement were made part of the bargain. It is far from sufficient. ... At bottom, what Betaco has attempted to do is retroactively make part of its bargain with Cessna its own expectations of the aircraft in direct contravention of the terms of the written agreement it signed. This is what the parol evidence rule classically forbids. The district court was in error in concluding that the written agreement was not fully integrated and in permitting extrinsic evidence of an additional term, and accordingly the jury's verdict in favor of Betaco for breach of that term cannot stand.