

(3) ALTHOUGH AN ATTEMPT AT MODIFICATION OR RESCISSION DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (2), IT MAY OPERATE AS A WAIVER.

(4) A PARTY WHO HAS MADE A WAIVER AFFECTING AN EXECUTORY PORTION OF A LEASE CONTRACT MAY RETRACT THE WAIVER BY REASONABLE NOTIFICATION RECEIVED BY THE OTHER PARTY THAT STRICT PERFORMANCE WILL BE REQUIRED OF ANY TERM WAIVED, UNLESS THE RETRACTION WOULD BE UNJUST IN VIEW OF A MATERIAL CHANGE OF POSITION AND RELIANCE ON THE WAIVER.

2A-209. LESSEE UNDER FINANCE LEASE AS BENEFICIARY OF SUPPLY CONTRACT

(1) THE BENEFIT OF A SUPPLIER'S PROMISES TO THE LESSOR UNDER THE SUPPLY CONTRACT AND OF ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF ANY THIRD PARTY PROVIDED IN CONNECTION WITH OR AS PART OF THE SUPPLY CONTRACT, EXTENDS TO THE LESSEE TO THE EXTENT OF THE LESSEE'S LEASEHOLD INTEREST UNDER A FINANCE LEASE RELATED TO THE SUPPLY CONTRACT, BUT IS SUBJECT TO THE TERMS OF THE WARRANTY AND OF THE SUPPLY CONTRACT AND ALL DEFENSES OR CLAIMS ARISING THEREFROM.

(2) THE EXTENSION OF THE BENEFIT OF A SUPPLIER'S PROMISES AND OF WARRANTIES TO THE LESSEE (§ 2A-209(1)) DOES NOT: (I) MODIFY THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE SUPPLY CONTRACT, WHETHER ARISING THEREFROM OR OTHERWISE, OR (II) IMPOSE ANY DUTY OR LIABILITY UNDER THE SUPPLY CONTRACT ON THE LESSEE.

(3) ANY MODIFICATION OR RESCISSION OF THE SUPPLY CONTRACT BY THE SUPPLIER AND THE LESSOR IS EFFECTIVE BETWEEN THE SUPPLIER AND THE LESSEE UNLESS, BEFORE THE MODIFICATION OR RESCISSION, THE SUPPLIER HAS RECEIVED NOTICE THAT THE LESSEE HAS ENTERED INTO A FINANCE LEASE RELATED TO THE SUPPLY CONTRACT. IF THE MODIFICATION OR RESCISSION IS EFFECTIVE BETWEEN THE SUPPLIER AND THE LESSEE, THE LESSOR IS DEEMED TO HAVE ASSUMED, IN ADDITION TO THE OBLIGATIONS OF THE LESSOR TO THE LESSEE UNDER THE LEASE CONTRACT, PROMISES OF THE SUPPLIER TO THE LESSOR AND WARRANTIES THAT WERE SO MODIFIED OR RESCINDED AS THEY EXISTED AND WERE AVAILABLE TO THE LESSEE BEFORE MODIFICATION OR RESCISSION.

(4) IN ADDITION TO THE EXTENSION OF THE BENEFIT OF THE SUPPLIER'S PROMISES AND OF WARRANTIES TO THE LESSEE UNDER SUBSECTION (1), THE LESSEE RETAINS ALL RIGHTS THAT THE LESSEE MAY HAVE AGAINST THE SUPPLIER WHICH ARISE FROM AN AGREEMENT BETWEEN THE LESSEE AND THE SUPPLIER OR UNDER OTHER LAW.

2A-210. EXPRESS WARRANTIES

(1) EXPRESS WARRANTIES BY THE LESSOR ARE CREATED AS FOLLOWS:

(A) ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE LESSOR TO THE LESSEE WHICH RELATES TO THE GOODS AND BECOMES PART OF THE BASIS OF THE BARGAIN CREATES AN EXPRESS WARRANTY THAT THE GOODS WILL CONFORM TO THE AFFIRMATION OR PROMISE.