

(II) AN EXCLUSION OR MODIFICATION OF THE IMPLIED WARRANTY OF FITNESS SHALL BE IN WRITING AND CONSPICUOUS.

(III) ANY EXCLUSION OR MODIFICATION OF EITHER WARRANTY SHALL BE SEPARATELY ACKNOWLEDGED BY THE SIGNATURE OF THE LESSEE.

2A-215. CUMULATION AND CONFLICT OF WARRANTIES EXPRESS OR IMPLIED

WARRANTIES, WHETHER EXPRESS OR IMPLIED, MUST BE CONSTRUED AS CONSISTENT WITH EACH OTHER AND AS CUMULATIVE, BUT IF THAT CONSTRUCTION IS UNREASONABLE, THE INTENTION OF THE PARTIES DETERMINES WHICH WARRANTY IS DOMINANT. IN ASCERTAINING THAT INTENTION THE FOLLOWING RULES APPLY:

(A) EXACT OR TECHNICAL SPECIFICATIONS DISPLACE AN INCONSISTENT SAMPLE OR MODEL OR GENERAL LANGUAGE OF DESCRIPTION.

(B) A SAMPLE FROM AN EXISTING BULK DISPLACES INCONSISTENT GENERAL LANGUAGE OF DESCRIPTION.

(C) EXPRESS WARRANTIES DISPLACE INCONSISTENT IMPLIED WARRANTIES OTHER THAN AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2A-216. THIRD-PARTY BENEFICIARIES OF EXPRESS AND IMPLIED WARRANTIES

A WARRANTY TO OR FOR THE BENEFIT OF A LESSEE UNDER THIS ARTICLE, WHETHER EXPRESS OR IMPLIED, EXTENDS TO ANY NATURAL PERSON WHO IS IN THE FAMILY OR HOUSEHOLD OF THE LESSEE OR WHO IS A GUEST IN THE LESSEE'S HOME OR ANY OTHER ULTIMATE CONSUMER OR USER OF THE GOODS OR PERSON AFFECTED THEREBY IF IT IS REASONABLE TO EXPECT THAT SUCH PERSON MAY USE, CONSUME, OR BE AFFECTED BY THE GOODS AND WHO IS INJURED IN PERSON BY BREACH OF THE WARRANTY. THIS SECTION DOES NOT DISPLACE PRINCIPLES OF LAW AND EQUITY THAT EXTEND A WARRANTY TO, OR FOR THE BENEFIT OF A LESSEE TO OTHER PERSONS. THE OPERATION OF THIS SECTION MAY NOT BE EXCLUDED, MODIFIED, OR LIMITED, BUT AN EXCLUSION, MODIFICATION, OR LIMITATION OF THE WARRANTY, INCLUDING ANY WITH RESPECT TO RIGHTS AND REMEDIES, EFFECTIVE AGAINST THE LESSEE IS ALSO EFFECTIVE AGAINST ANY BENEFICIARY DESIGNATED UNDER THIS SECTION.

2A-217. IDENTIFICATION

IDENTIFICATION OF GOODS AS GOODS TO WHICH A LEASE CONTRACT REFERS MAY BE MADE AT ANY TIME AND IN ANY MANNER EXPLICITLY AGREED TO BY THE PARTIES. IN THE ABSENCE OF EXPLICIT AGREEMENT, IDENTIFICATION OCCURS:

(A) WHEN THE LEASE CONTRACT IS MADE IF THE LEASE CONTRACT IS FOR A LEASE OF GOODS THAT ARE EXISTING AND IDENTIFIED;