

2A-515. ACCEPTANCE OF GOODS

(1) ACCEPTANCE OF GOODS OCCURS AFTER THE LESSEE HAS HAD A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AND

(A) THE LESSEE SIGNIFIES OR ACTS WITH RESPECT TO THE GOODS IN A MANNER THAT SIGNIFIES TO THE LESSOR OR THE SUPPLIER THAT THE GOODS ARE CONFORMING OR THAT THE LESSEE WILL TAKE OR RETAIN THEM IN SPITE OF THEIR NONCONFORMITY; OR

(B) THE LESSEE FAILS TO MAKE AN EFFECTIVE REJECTION OF THE GOODS (§ 2A-509(2)).

(2) ACCEPTANCE OF A PART OF ANY COMMERCIAL UNIT IS ACCEPTANCE OF THAT ENTIRE UNIT.

2A-516. EFFECT OF ACCEPTANCE OF GOODS; NOTICE OF DEFAULT; BURDEN OF ESTABLISHING DEFAULT AFTER ACCEPTANCE; NOTICE OF CLAIM OR LITIGATION TO PERSON ANSWERABLE OVER

(1) A LESSEE MUST PAY RENT FOR ANY GOODS ACCEPTED IN ACCORDANCE WITH THE LEASE CONTRACT, WITH DUE ALLOWANCE FOR GOODS RIGHTFULLY REJECTED OR NOT DELIVERED.

(2) A LESSEE'S ACCEPTANCE OF GOODS PRECLUDES REJECTION OF THE GOODS ACCEPTED. IN THE CASE OF A FINANCE LEASE, OTHER THAN A CONSUMER LEASE IN WHICH THE SUPPLIER ASSISTED IN THE PREPARATION OF THE LEASE CONTRACT OR PARTICIPATED IN NEGOTIATING THE TERMS OF THE LEASE CONTRACT WITH THE LESSOR, IF MADE WITH KNOWLEDGE OF A NONCONFORMITY, ACCEPTANCE CANNOT BE REVOKED BECAUSE OF IT. IN ANY OTHER CASE, IF MADE WITH KNOWLEDGE OF A NONCONFORMITY, ACCEPTANCE CANNOT BE REVOKED BECAUSE OF IT UNLESS THE ACCEPTANCE WAS ON THE REASONABLE ASSUMPTION THAT THE NONCONFORMITY WOULD BE SEASONABLY CURED. ACCEPTANCE DOES NOT OF ITSELF IMPAIR ANY OTHER REMEDY PROVIDED BY THIS ARTICLE OR THE LEASE AGREEMENT FOR NONCONFORMITY.

(3) IF A TENDER HAS BEEN ACCEPTED:

(A) WITHIN A REASONABLE TIME AFTER THE LESSEE DISCOVERS OR SHOULD HAVE DISCOVERED ANY DEFAULT, THE LESSEE SHALL NOTIFY THE LESSOR AND THE SUPPLIER, IF ANY, OR BE BARRED FROM ANY REMEDY AGAINST THE PARTY NOT NOTIFIED;

(B) EXCEPT IN THE CASE OF A CONSUMER LEASE, WITHIN A REASONABLE TIME AFTER THE LESSEE RECEIVES NOTICE OF LITIGATION FOR INFRINGEMENT OR THE LIKE (§ 2A-211) THE LESSEE SHALL NOTIFY THE LESSOR OR BE BARRED FROM ANY REMEDY OVER FOR LIABILITY ESTABLISHED BY THE LITIGATION; AND

(C) THE BURDEN IS ON THE LESSEE TO ESTABLISH ANY DEFAULT.