

(4) IF A LESSEE IS SUED FOR BREACH OF A WARRANTY OR OTHER OBLIGATION FOR WHICH A LESSOR OR A SUPPLIER IS ANSWERABLE OVER, THE FOLLOWING APPLY:

(A) THE LESSEE MAY GIVE THE LESSOR OR THE SUPPLIER, OR BOTH, WRITTEN NOTICE OF THE LITIGATION. IF THE NOTICE STATES THAT THE PERSON NOTIFIED MAY COME IN AND DEFEND AND THAT IF THE PERSON NOTIFIED DOES NOT DO SO THAT PERSON WILL BE BOUND IN ANY ACTION AGAINST THAT PERSON BY THE LESSEE BY ANY DETERMINATION OF FACT COMMON TO THE TWO LITIGATIONS, THEN, UNLESS THE PERSON NOTIFIED AFTER SEASONABLE RECEIPT OF THE NOTICE DOES COME IN AND DEFEND, THAT PERSON IS SO BOUND.

(B) THE LESSOR OR THE SUPPLIER MAY DEMAND IN WRITING THAT THE LESSEE TURN OVER CONTROL OF THE LITIGATION INCLUDING SETTLEMENT IF THE CLAIM IS ONE FOR INFRINGEMENT OR THE LIKE (§ 2A-211) OR ELSE BE BARRED FROM ANY REMEDY OVER. IF THE DEMAND STATES THAT THE LESSOR OR THE SUPPLIER AGREES TO BEAR ALL EXPENSE AND TO SATISFY ANY ADVERSE JUDGMENT, THEN UNLESS THE LESSEE AFTER SEASONABLE RECEIPT OF THE DEMAND DOES TURN OVER CONTROL, THE LESSEE IS SO BARRED.

(5) SUBSECTIONS (3) AND (4) APPLY TO ANY OBLIGATION OF A LESSEE TO HOLD THE LESSOR OR THE SUPPLIER HARMLESS AGAINST INFRINGEMENT OR THE LIKE (§ 2A-211).

(6) SUBSECTION (3) SHALL NOT APPLY TO A CONSUMER LEASE.

#### 2A-517. REVOCATION OF ACCEPTANCE OF GOODS

(1) A LESSEE MAY REVOKE ACCEPTANCE OF A LOT OR COMMERCIAL UNIT WHOSE NONCONFORMITY SUBSTANTIALLY IMPAIRS ITS VALUE TO THE LESSEE IF THE LESSEE HAS ACCEPTED IT:

(A) EXCEPT IN THE CASE OF A FINANCE LEASE, ON THE REASONABLE ASSUMPTION THAT ITS NONCONFORMITY WOULD BE CURED AND IT HAS NOT BEEN SEASONABLY CURED; OR

(B) WITHOUT DISCOVERY OF THE NONCONFORMITY IF THE LESSEE'S ACCEPTANCE WAS REASONABLY INDUCED EITHER BY THE LESSOR'S ASSURANCES OR, EXCEPT IN THE CASE OF A FINANCE LEASE, BY THE DIFFICULTY OF DISCOVERY BEFORE ACCEPTANCE.

(2) EXCEPT IN THE CASE OF A FINANCE LEASE THAT IS NOT A CONSUMER LEASE, A LESSEE MAY REVOKE ACCEPTANCE OF A LOT OR COMMERCIAL UNIT IF THE LESSOR COMMITS A DEFAULT UNDER THE LEASE CONTRACT AND THE DEFAULT SUBSTANTIALLY IMPAIRS THE VALUE OF THAT LOT OR COMMERCIAL UNIT TO THE LESSEE.

(3) IF THE LEASE AGREEMENT SO PROVIDES, THE LESSEE MAY REVOKE ACCEPTANCE OF A LOT OR COMMERCIAL UNIT FOR OTHER DEFAULTS BY THE LESSOR.