

AS OF THE SAME DATE OF THE ORIGINAL RENT, COMPUTED FOR THE REMAINING LEASE TERM OF THE ORIGINAL LEASE AGREEMENT; TOGETHER WITH INCIDENTAL AND CONSEQUENTIAL DAMAGES, LESS EXPENSES SAVED IN CONSEQUENCE OF THE LESSOR'S DEFAULT.

(2) MARKET RENT IS TO BE DETERMINED AS OF THE PLACE FOR TENDER OR, IN CASES OF REJECTION AFTER ARRIVAL OR REVOCATION OF ACCEPTANCE, AS OF THE PLACE OF ARRIVAL.

(3) EXCEPT AS OTHERWISE AGREED, IF THE LESSEE HAS ACCEPTED GOODS AND GIVEN NOTIFICATION (§ 2A-516(3)), THE MEASURE OF DAMAGES FOR NONCONFORMING TENDER OR DELIVERY OR OTHER DEFAULT BY A LESSOR IS THE LOSS RESULTING IN THE ORDINARY COURSE OF EVENTS FROM THE LESSOR'S DEFAULT AS DETERMINED IN ANY MANNER THAT IS REASONABLE TOGETHER WITH INCIDENTAL AND CONSEQUENTIAL DAMAGES, LESS EXPENSES SAVED IN CONSEQUENCE OF THE LESSOR'S DEFAULT.

(4) EXCEPT AS OTHERWISE AGREED, THE MEASURE OF DAMAGES FOR BREACH OF WARRANTY IS THE PRESENT VALUE AT THE TIME AND PLACE OF ACCEPTANCE OF THE DIFFERENCE BETWEEN THE VALUE OF THE USE OF THE GOODS ACCEPTED AND THE VALUE IF THEY HAD BEEN AS WARRANTED FOR THE LEASE TERM, UNLESS SPECIAL CIRCUMSTANCES SHOW PROXIMATE DAMAGES OF A DIFFERENT AMOUNT, TOGETHER WITH INCIDENTAL AND CONSEQUENTIAL DAMAGES, LESS EXPENSES SAVED IN CONSEQUENCE OF THE LESSOR'S DEFAULT OR BREACH OF WARRANTY.

2A-520. LESSEE'S INCIDENTAL AND CONSEQUENTIAL DAMAGES

(1) INCIDENTAL DAMAGES RESULTING FROM A LESSOR'S DEFAULT INCLUDE EXPENSES REASONABLY INCURRED IN INSPECTION, RECEIPT, TRANSPORTATION, AND CARE AND CUSTODY OF GOODS RIGHTFULLY REJECTED OR GOODS THE ACCEPTANCE OF WHICH IS JUSTIFIABLY REVOKED, ANY COMMERCIALY REASONABLE CHARGES, EXPENSES, OR COMMISSIONS IN CONNECTION WITH EFFECTING COVER, AND ANY OTHER REASONABLE EXPENSE INCIDENT TO THE DEFAULT.

(2) CONSEQUENTIAL DAMAGES RESULTING FROM A LESSOR'S DEFAULT INCLUDE:

(A) ANY LOSS RESULTING FROM GENERAL OR PARTICULAR REQUIREMENTS AND NEEDS OF WHICH THE LESSOR AT THE TIME OF CONTRACTING HAD REASON TO KNOW AND WHICH COULD NOT REASONABLY BE PREVENTED BY COVER OR OTHERWISE; AND

(B) INJURY TO PERSON OR PROPERTY PROXIMATELY RESULTING FROM ANY BREACH OF WARRANTY.

2A-521. LESSEE'S RIGHT TO SPECIFIC PERFORMANCE OR REPLEVIN

(1) SPECIFIC PERFORMANCE MAY BE DECREED IF THE GOODS ARE UNIQUE OR IN OTHER PROPER CIRCUMSTANCES.