

(F) "FAULT" MEANS WRONGFUL ACT, OMISSION, BREACH, OR DEFAULT.

(G) "FINANCE LEASE" MEANS A LEASE WITH RESPECT TO WHICH:

(I) THE LESSOR DOES NOT SELECT, MANUFACTURE, OR SUPPLY THE GOODS;

(II) THE LESSOR ACQUIRES THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS IN CONNECTION WITH THE LEASE; AND

(III) ONE OF THE FOLLOWING OCCURS:

1. THE LESSEE RECEIVES A COPY OF THE CONTRACT BY WHICH THE LESSOR ACQUIRED THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS BEFORE SIGNING THE LEASE CONTRACT;

2. THE LESSEE'S APPROVAL OF THE CONTRACT BY WHICH THE LESSOR ACQUIRED THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS IS A CONDITION TO EFFECTIVENESS OF THE LEASE CONTRACT;

3. THE LESSEE, BEFORE SIGNING THE LEASE CONTRACT, RECEIVES AN ACCURATE AND COMPLETE STATEMENT DESIGNATING THE PROMISES AND WARRANTIES, AND ANY DISCLAIMERS OF WARRANTIES, LIMITATIONS OR MODIFICATIONS OF REMEDIES, OR LIQUIDATED DAMAGES, INCLUDING THOSE OF A THIRD PARTY, SUCH AS THE MANUFACTURER OF THE GOODS, PROVIDED TO THE LESSOR BY THE PERSON SUPPLYING THE GOODS IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH THE LESSOR ACQUIRED THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS; OR

4. IF THE LEASE IS NOT A CONSUMER LEASE, THE LESSOR, BEFORE THE LESSEE SIGNS THE LEASE CONTRACT, INFORMS THE LESSEE IN WRITING (A) OF THE IDENTITY OF THE PERSON SUPPLYING THE GOODS TO THE LESSOR, UNLESS THE LESSEE HAS SELECTED THAT PERSON AND DIRECTED THE LESSOR TO ACQUIRE THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS FROM THAT PERSON, (B) THAT THE LESSEE IS ENTITLED UNDER THIS ARTICLE TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE PERSON SUPPLYING THE GOODS IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH THE LESSOR ACQUIRED THE GOODS OR THE RIGHT TO POSSESSION AND USE OF THE GOODS, AND (C) THAT THE LESSEE MAY COMMUNICATE WITH THE PERSON SUPPLYING THE GOODS TO THE LESSOR AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES.

(H) "GOODS" MEANS ALL THINGS THAT ARE MOVABLE AT THE TIME OF IDENTIFICATION TO THE LEASE CONTRACT, OR ARE FIXTURES (§ 2A-309), BUT THE TERM DOES NOT INCLUDE MONEY, DOCUMENTS, INSTRUMENTS, ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, OR MINERALS OR THE LIKE, INCLUDING OIL AND GAS, BEFORE EXTRACTION. THE TERM ALSO INCLUDES THE UNBORN YOUNG OF ANIMALS.